

2021-22 SFA – FSMC Contract Renewal Amendment (Fixed Fees)

This renewal amendment is between ____ (SFA) and the ____ (FSMC) and constitutes Amendment No. ____.

WITNESSETH:

WHEREAS, the parties entered into a certain Food Service Management Agreement, dated ____ as amended by Addendum No. 1 dated ____ and Amendment No. 2 dated ____ and Amendment No. 3 dated ____ (collectively, the “Agreement”) whereby, the FSMC manages and operates the SFA’s USDA Child Nutrition food service program in ____, CT; and

WHEREAS, the parties now desire to amend the aforesaid agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Both parties mutually agree to extend the Agreement beginning July 1, 2021 and ending June 30, 2022, unless terminated by either party as hereinafter provided. (Section 16.1)
2. This agreement may be further amended for up to SELECT AN OPTION one-year renewal(s) with mutual agreement. (Section 16.1 B)
3. Any and all references to the “2020-21” school year shall be amended to read “2021-22”
4. Section 12.11 (C) shall be amended to read “The FSMC’s Management Fee (FSMC’s profit) for August/September – June is: \$ ____ per month for ten (10) months. Fee Total: \$ ____ (Per calculation below based on the agreed upon percentage not to exceed the March 2021 Consumer Price Index (CPI) – Food Away From Home, Northeast Urban 4.5%)”.

Management Fee				
2020-21 Fee	CPI%	Fee Increase	2021-22 Fee	Fee Per Month for 10 Months

5. Section 12.11 (D) shall be amended to read “The FSMC’s Administrative Fee for August/September – June is: \$ ____ per month for ten (10) months. Fee Total: \$ ____ (Per calculation below based on the agreed upon percentage not to exceed the March 2021 Consumer Price Index (CPI) – Food Away From Home, Northeast Urban 4.5%)”.

Administrative Fee				
2020-21 Fee	CPI%	Fee Increase	2021-22 Fee	Fee Per Month for 10 Months

The following functions are the FSMC’s responsibility and will be included in such fees:

- Corporate supervision;
 - Financial reporting and analysis;
 - Field auditing;
 - Marketing assistance; and
 - Purchasing administration.
6. Additional changes (must be reviewed for material changes to the contract)

This renewal amendment is effective July 1, 2021, provided both parties execute this renewal by June 30, 2021. If this renewal amendment is executed after June 30, 2021, the effective date will be the date this document is fully executed.

_____ Signature of Food Service Management Company's Authorized Representative	_____ Title	_____ Date
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Printed Name of Food Service Management Company's Authorized Representative

_____ Signature of School Food Authority's Authorized Representative	_____ Title	_____ Date
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Printed Name of School Food Authority's Authorized Representative