

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

This renewal amendment is between Granby Public Schools (SFA) and the Fresh Picks (FSMC) and constitutes Amendment No.1.

WITNESSETH:

WHEREAS, the parties entered into a certain Food Service Management Agreement, dated 07/01/20 as amended by Addendum No. 1 dated 05/19/21 and Addendum No. 2 dated N/A and Addendum No. 3 dated N/A (collectively, the “Agreement”) whereby, the FSMC manages and operates the SFA’s USDA Child Nutrition food service program in Granby, 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 three (3) 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 per Meal Fee (FSMC’s profit) for August/September – June is: \$.0627 per meal each month for ten (10) months. (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 Per Meal Fee	CPI%	Fee Increase	2021-22 Per Meal Fee
.06	4.5	.0027	.0627

5. Section 12.11 (D) shall be amended to read “The FSMC’s Administrative per Meal Fee (FSMCs corporate costs) for August/September – June is: \$.1881 per meal per month for ten (10) months. (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 Per Meal Fee	CPI%	Fee Increase	2021-22 Per Meal Fee
.18	4.5	.0081	.1881

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

Printed Name of Food Service Management Company's Authorized Representative

Signature of School Food Authority's Authorized Representative

Title

Date

Printed Name of School Food Authority's Authorized Representative