

**AMENDMENT TO RENEW COST REIMBURSABLE PLUS FIX FEE
FOOD SERVICE MANAGEMENT COMPANY CONTRACT**

Date of Base Contract:	<u>July 1, 2022</u>	Renewal Year (Circle):	1	2	3	4
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This "Amendment" is entered into and between Turtle Lake School District, the School Food Authority ("SFA") and Taher Inc. the Food Service Management Company ("FSMC") and collectively referred to herein as the "Parties".

The Parties now desire to amend and renew the Base Contract. In consideration of the promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

The term of the Base Contract shall be renewed for one (1) year beginning on July 1, 2025 and continuing until June 30, 2026 for 2025-2026 school year unless terminated by either Party.

I. Contract Renewal Terms: Per the contract renewal terms stated in the Base Contract, the Fixed Fee(s) shall be adjusted annually by the lower of either:

☒ A cap of three (3) percent, or

☐ _____ % percentage increase in the Consumer Price Index ("CPI") Food Away From Home, Midwest Region, for the month of December of the current contracted School Year.

The following fees will be applied to each reimbursable meal pattern breakfast and/or lunch, Afterschool Care Snack Program (ASCSP), if applicable, Summer Food Service Program (SFSP) meals/snacks, and each meal equivalent served during the 25-26 SCHOOL YEAR:

	Current School Year Rate	Renewal School Year Rate	Percentage Changed
Management fee per meal	\$0.0429	\$0.0442	3.0 %
Administrative fee per meal	\$_____	\$_____	_____ %
The yearly fixed management fee	\$30,426.92	\$31,339.72	3.0 %
Explanation of how yearly fee will be assessed on SFA invoice:			
The yearly fixed management fee will be billed in September equal to the total amount.			

If applicable	Current School Year Rate	Renewal School Year Rate	Percentage Changed
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Child and Adult Care Food Program (CACFP) Fixed Price per Meal:			
• Reimbursable Breakfasts	\$ _____	\$ _____	_____ %
• Reimbursable Lunches	\$ _____	\$ _____	_____ %
• Reimbursable Suppers	\$ _____	\$ _____	_____ %
• Reimbursable Snacks	\$ _____	\$ _____	_____ %

Percentage Changed: Percentage changed must not exceed the allowable increase established in the Base Contract.

- II. **Meal Equivalent Rate:** The fixed per meal equivalent rate for non-program food sales (including a la carte, vending, adult meals, contract meals, and catering) will be determined by the Renewal Year - Lunch Equivalency Rate (LER) to arrive at a meal equivalent count.

Computation of LER for non-program food sales:

The computation below for computation of LER is only a model. SFAs are encouraged to use this criterion as a minimum in computing the LER and should establish the rate based on other district criteria in efforts to promote reimbursable meals over non-program food sales.

Renewal Year - Lunch Equivalency Rate (LER)	
1. Current Year Federal Free Rate of Reimbursement:	\$ 4.52
2. Current Year State Match Reimbursement Rate:	\$.054
3. Current Year Value of USDA Entitlement USDA Foods:	\$.30
Total Lunch Equivalency Rate (Sum of 1+2+3):	\$ 4.8740

- III. **USDA Foods:** Under the provisions stated in the Base Contract, the FSMC must credit the SFA for the value and handling fees of all USDA Foods received for use in the SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). Furthermore, the FSMC shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250. In support of terms outlined in the USDA Foods section of the Base Contract, Parties shall provide the following:

- a) Confirm receipt of USDA Foods: SFA shall attach a copy of the SFA's Year-end reconciliation verifying correct and proper credit has been received for the full value and handling fees of all USDA Foods received by the selected FSMC during the fiscal year. The SFA reserves the right to conduct USDA donated food credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.
- b) Confirm usage of USDA Foods: Renewals of the Base Contract is contingent upon adequate usage of USDA Foods.

USDA Foods Entitlement Utilization: 24-25 SCHOOL YEAR	Estimated: Current SY	Actual: Prior SY
School Year USDA Foods Entitlement Amount:	25,339.86	\$25,339.86
Amount of USDA Foods credited to the SFA by the FSMC:	\$25,339.86	\$25,339.86
USDA Foods Entitlement Utilization:	\$25,339.86	\$25,339.86
USDA Foods Entitlement Utilization Percentage:	100%	100% %

IV. Assurance of Civil Rights Compliance

The Selected FSMC and local agency hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By incorporating this assurance into this Agreement, the Selected FSMC and local agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Selected FSMC and local agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

- V. Execution of Renewal:** This Amendment is effective 07/01/2025 and thereafter, unless otherwise amended. All other terms and conditions contained in the Base Contract shall remain unchanged and in full force and effect.

SFA

Name of Authorized Representative:

Kent Kindschy

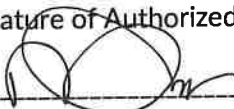
Signature of Authorized Representative:

Title: SuperintendentDate: 5-16-25**FSMC**

Name of Authorized Representative:

Bruce Taher

Signature of Authorized Representative:

Title: CEO and PresidentDate: 5/14/2025

Note: A copy of this document, after executed by both Parties, along with Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions must be emailed to:

Wisconsin Department of Public Instruction
School Nutrition Team
DPIFSMC@dpi.wi.gov

Advice of Counsel: Each Party acknowledge that, in executing this agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this agreement. Wisconsin Department of Public Instruction (DPI) is not a party to any contractual relationship between a SFA and a vendor. DPI is not obligated, liable, or responsible for any action or inaction taken by a SFA or vendor based on this prototype contract. DPI's review of the contract is limited to assuring compliance with federal and state procurement requirements. The DPI does not review or judge the fairness, advisability, efficiency or fiscal implications of the contract.

ATTACHMENT: SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(Before completing certification, read instructions on next page.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Taher, Inc.
Organization Name

School Lunch Program Management
PR/Award Number or Project Name

Bruce Taher, CEO and President
Name(s) and Titles of Authorized Representative(s)


Signatures

5/14/2025
Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.