



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Renewal Contract Amendment NO. 1st

**School Nutrition Programs
Food Service Management Company Contract
School Year 2026-2027**

This amendment (“Amendment”) by and between the parties shown below shall be effective as of the date this Amendment is fully executed.

FOOD SERVICE MANAGEMENT COMPANY CONTRACT	
School Food Authority (SFA):	Sweetwater Independent School District
Food Service Management Company (FSMC):	Southwest Foodservice Excellence
Contract No.:	2025-01
Original Contract Effective Date:	July 1, 2025
Renewal Contract Term:	July 1, 2026 through June 30, 2027
Renewal Contract Amendment No.:	1

Whereas, the Food Service Management Company Contract defined above (“Contract”) has an initial contract term commencing July 1, 2025, and ending June 30, 2026;

Whereas, SFA and FSMC wish to renew the Contract for an additional one-year term; and

Whereas, FSMC warrants it has complied with all requirements of the Contract during the Current Contract Term;

Now, therefore, in consideration of the foregoing, the undersigned parties agree as follows:

1. **Renewal of Contract.** The Contract is hereby renewed for a period of one year commencing July 1, 2026, and ending June 30, 2027, unless terminated in accordance with the terms of the Contract.
2. **Price Adjustments.** Meal rates for the renewed contract year may be adjusted (increased or decreased) in an amount not to exceed the annual percent change of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, Food Away from Home series. SFA and FSMC have mutually agreed to the prices or fees for the renewed contract year as set forth in the Fixed Price Meal Rates attached to this Amendment (Attachment 1) and fully incorporated herein.
3. The projected budget for the renewed contract year is shown in the Food Service Budget sheet attached to this Amendment (Attachment 2) and fully incorporated herein.
4. **Meal Equivalents Rate or Meal Equivalency Factor.** The meal equivalents rate or meal equivalency factor is determined based on the previous year's Federal free rate of reimbursement + State match

reimbursement rate + the value of USDA Foods.

- 5. Additional Non-Material Scope and Contract Modifications. Modifications effective in the renewed contract year which do not create a material change are described in the Additional Contract Modifications form attached to this Amendment (Attachment 3) and fully incorporated herein.
- 6. Revised Program Requirements. FSMC agrees to meet all School Nutrition Program requirements including requirements that become effective during the renewed contract year.
- 7. Entire Agreement. Except as set forth in this Amendment, the provisions and conditions of the Contract and all amendments thereto are unaffected and shall continue in full force and effect. This Amendment and the Contract (including any previous written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment shall prevail.
- 8. Signature Warranties. Each person signing below represents and warrants that he or she is authorized to execute and bind their respective party to this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representative.

SCHOOL FOOD AUTHORITY

Sweetwater Independent School District

Name of SFA

Signature of Authorized Representative

Date

Casey Bills

Printed/Typed Name of Authorized Representative

Chief Financial Officer

Title

FOOD SERVICE MANAGEMENT COMPANY

Southwest Foodservice Excellence

Name of FSMC

Signature of Authorized Representative

Date

Printed/Typed Name of Authorized Representative

Title