

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

As authorized by section 2202(a) of the Families First Coronavirus Response Act (the Act)(P.L. 116-127) and extended by Food and Nutrition Services, both parties opt in to the waiver:

7(CFR 210.16(d) and 7 CFR 225.6(h)(7) to permit school food authorities and summer food service program sponsors to extend existing food service management company contracts that would not otherwise be eligible for extension through SY 2021-22 or June 30, 2022.

This renewal amendment is between BROOKFIELD PUBLIC SCHOOLS (SFA) and the WHITSONS SCHOOL NUTRITION CORP. (FSMC) and constitutes Amendment No.5.

WITNESSETH:

WHEREAS, the parties entered into a certain Food Service Management Agreement, dated July 1, 2016, as amended by Addendum No. 1 dated May 3, 2017; Addendum No. 2 dated April 26, 2018; Addendum No. 3 dated June 25, 2019; and Addendum No. 4 dated June 21, 2020 (collectively, the “Agreement”) whereby, the FSMC manages and operates the SFA’s USDA Child Nutrition food service program in Brookfield, 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 not be further extended unless the USDA waives the requirement in 7 CFR 210.16(d) and 7 CFR 225.6(h)(7) for SY 2022-23. (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: \$1,759.13 per month for ten (10) months. Fee Total: \$17,591.29 (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
\$17,078.92	3.0%	\$512.37	\$17,591.29	\$1,759.13

5. Section 12.11 (D) shall be amended to read “The FSMC’s Administrative Fee (FSMC’s profit) for August/September – June is: \$4,185.64 per month for ten (10) months. Fee Total: \$41,856.44 (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
\$40,637.32	3.0%	\$1,219.12	\$41,856.44	\$4,185.64

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)

Section 12.11, Subsection K (Guarantee), of Article XII of the Contract shall remain the same at the amount of \$15,338.00 for the school year 2021-2022.

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		