

2024 - 2025: FSMC Contract Renewal Amendment

(Per Meal Fees: Per Meal Management and Per Meal Administrative Fees)

This renewal amendment is between _____ (SFA)
 and _____ (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 Addendum No. 2 dated _____ and Addendum 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, 2024, and ending June 30, 2025, unless terminated by either party as hereinafter provided. (Section 16.7 - 16.9)
2. This agreement may be further amended for up to _____ one-year renewal(s) with mutual agreement. (Section 16.1 B)
3. Any and all references to the "2023-24" school year shall be amended to read "2024-25"
4. Section 12.11 (C) shall be amended to read "The FSMC's Management Per Meal Fee for August/September - June is: \$_____ per meal each month for ten (10) months. (Per calculation below based on the agreed upon percentage not to exceed the March 2024 Consumer Price Index (CPI) - Food Away From Home, Northeast Urban _____%)".

Management Fee			
2023-24 Per Meal Fee	CPI%	Fee Increase	2024-25 Per Meal Fee

5. Section 12.11 (D) shall be amended to read "The FSMC's Administrative Per Meal Fee for August/September - June is: \$_____ per meal each month for ten (10) months. (Per calculation below based on the agreed upon percentage not to exceed the March 2024 Consumer Price Index (CPI) - Food Away From Home, Northeast Urban _____%)".

Administrative Fee			
2023-24 Per Meal Fee	CPI%	Fee Increase	2024-25 Per Meal Fee

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. Section 3.15 A Summer Food Service amended to read "Dates of participation: _____".
7. Summer Food Program Section 12.11 (E)(1) shall be amended to read "The FSMC's Management Fee is: \$____per meal (Per calculation below based on the agreed upon percentage not to exceed the March 2024 Consumer Price Index (CPI) - Food Away From Home, Northeast Urban _____%)".

Summer Management Fee			
2023-24 Fee	CPI%	Fee Increase	2024-25 Fee

8. Food Program Section 12.11 (E)(2) shall be amended to read "The FSMC's Administrative Fee is: \$____ per meal (Per calculation below based on the agreed upon percentage not to exceed the March 2024 Consumer Price Index (CPI) - Food Away From Home, Northeast Urban _____%)".

Summer Administrative Fee			
2023-24 Fee	CPI%	Fee Increase	2024-25 Fee

9. Additional changes (must be reviewed for material changes to the contract)

This renewal amendment is effective July 1, 2024, provided both parties execute this renewal by June 30, 2024. If this renewal amendment is executed after June 30, 2024, 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