



August 20, 2020

Mr. Tim Wyrosdick
Superintendent of Schools
6032 Hwy 90
Milton, FL 32570

Dear Mr. Wyrosdick,

Please see the attached letter from Kevin Niemann, District Manager, Sodexo School Services. Under recently developed district requirements for meal service based on return to school under Covid-19 protocol, Sodexo is being required to provide labor and packaging that is over and above what is required in the Food Service Management Company contract. The Food and Nutrition Office of the Florida Department of Agriculture and Consumer Services (FDACS), the state department that oversees the National School Lunch and Breakfast program, was contacted concerning using district funds to procure the required packaging. We will be providing prepackaged meals in cardboard containers as opposed to serving on styrofoam trays. The cost difference is substantial. Sodexo will cost share by paying for additional labor.

The food service budget has sufficient funds to cover the cost of packaging; however, to verify that these expenditures would be allowed under our current food service management contract, FDACS was contacted for approval. The reply was to utilize our school board attorney to make sure the contract was properly amended. Since the contract already listed the expected cost for paper supplies and the expenditure over the contracted amount was based on district requirements, the attached Memorandum of Understanding (MOU) was developed by Mr. Green per the requirement by FDACS. Recommend approval.

Sincerely,

Judson C Crane

JCC/rp
Att:2

Mr. Jud Crane
Purchasing Director &
Contracts Administrator
Santa Rosa County Schools
6032 Hwy. 90 Milton, FL 32570

Dear Jud,

This letter is to inform you that we anticipate some additional cost relating to the new COVID procedures that have been discussed for the opening of School Year 20-21. With the scope of the new COVID methods of service, we need to account for changes in packaging, investment in PPE and redirection of labor. As your food service partner, we believe in a shared cost approach as it relates to the proposed feeding methods. We incur an additional \$346.00 per day in labor in order to keep our students and staff safe. Additionally, we are absorbing the added cost of COVID supplies to keep our facilities sanitized, staff in masks, daily temperature checks and social tracing based on Department of Health and CDC guidelines. These efforts are a necessary extra step to ensure Santa Rosa County Schools meets or exceeds compliance regulations.

According to our projections the price for additional specialized packaging may be as high as \$.27 per meal or an additional \$324,213 in paper costs for the year. These additional expenses are above the current scope of our operating contract and the reason we seek supplementary funding to provide the anticipated deliverables.

Certainly, we can all agree that the new methods of service are necessary to promote Social Distancing and limit the contact students and staff may face in the food service process. Like all organizations, Sodexo is unable to absorb all the costs that the pandemic has dictated on the system. We stand next to you in the journey to create a safe environment for our students, the staff, and our employees. Our focus has not changed and remains on our commitment to the Santa Rosa County Schools community. As partners, we will continue to push through together until normality returns.

Sincerely,



Kevin Niemann
District Manager, Sodexo School Services

cc. Allan Collins, Sodexo Vice President
Leslie Bell, Sodexo General Manager

Santa Rosa County Schools

Child Nutrition Program

Memorandum of Understanding

This Memo of Understanding (MOU) is between the Santa Rosa County Schools Nutrition Program (“SFA”) and Sodexo America LLC (“FSMC”), agreeing upon the pricing incentives listed below for the 2020-2021 School Year (SY).

The current contract between the parties does allow for price adjustments related to unanticipated cost changes. It is recognized by the parties that a change in the packaging for feeding is necessitated for the safety of the students served by the program and is in accordance with the health, safety and welfare of the students. The change in packaging will negate the use of packaging previously utilized by FSMC and replace that process with a different process believed by the parties to be in accordance with the health, safety and welfare of the students.

FSMC will absorb all cost for additional labor and will charge to SFA only those actual costs of additional materials for packaging less the costs they were incurring for the packaging anticipated and utilized by FSMC in the current contract between the parties.

This MOU shall be in effect from August 1, 2020 through June 30, 2021.

Both parties agree to a supplemental charge as listed below after certain conditions have been met and verified by SFA and FSMC.

- In the 2021 SY, The FSMC will bill the SFA for any additional costs for Paper and Cleaning supplies due to amended service requests by SFA due to COVID-19 feeding.
- These costs will be calculated and reconciled monthly.
- The base cost is from the proposal submitted with current contract.
- These terms only apply from August 1, 2020 through June 30, 2021

This MOU is conditional to monthly meal reconciliations and costs incurred by FSMC verified and signed by both parties. Since the additional costs are not part of the original contract a separate invoice will be generated based on both party's verification.

Any further changes to this MOU must be agreed upon by both parties. There are no other changes to the 20-21 SY Amendment.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this MOU, as of the date indicated in the first paragraph of this Amendment.

SANTA ROSA COUNTY SCHOOLS

SODEXO AMERICA, LLC

By: _____
Judson C. Crane
Director of Purchasing and
Contract Administration

By: _____
Allan J. Collins
Vice President