



March 9, 2021

Dr. Karen Barber  
Superintendent of Schools  
6032 Hwy 90  
Milton, Florida 32570

Dear Dr. Barber,

RFP 19-01, Food Service Management Operations, resulted in a one year contract with the option to renew on an annual basis for an additional four years. It is recommended that the board approve the attached amendment renewing the contract for the 2021-22 fiscal year. This amendment has been approved by the Florida Department of Agriculture.

Sincerely,

Judson C Crane

JCC/rp

AMENDMENT

SANTA ROSA COUNTY SCHOOLS

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated March 9, 2021, is between SANTA ROSA COUNTY SCHOOLS ("District") and SODEXO AMERICA, LLC ("Contractor").

W I T N E S S E T H:

WHEREAS, District and Contractor entered into a certain Management Agreement dated July 1, 2019, as amended ("Agreement"), whereby Contractor manages and operates District's Food Service operation in Milton, Florida;

WHEREAS, the parties now desire to further 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. Any and all references to the contract year "2020-2021" shall be changed to read "2021-2022".
2. Pursuant Article IV of the Agreement and the provision entitled "Terms and Termination" section 1, on page 15 of the RFP, District and Contractor have mutually agreed to extend the term of the agreement for one (1) year commencing July 1, 2021 and continuing through June 30, 2022.
3. Pursuant to Section 3.1 the total Fixed Price per Meal for the 2021-2022 contract year will be \$3.282.
4. Section 3.6 is hereby deleted in its entirety and the following is substituted therefor:

"3.6 Financial terms of the Agreement are based upon existing conditions and the following assumptions. IF there is a change in conditions, including, without limitation, changes to the following assumptions, the financial terms of the Agreement including the Fund Balance Guarantee, shall be adjusted to compensate for such change.

- Contractor and District shall mutually agree upon all debits and credits to the Fund Balance.
- Changes in District's policies, practices, and service requirements shall result in an appropriate adjustment.
- Average daily attendance ("ada") for the contract year beginning July 1, 2021, shall not be less than twenty-six thousand eight hundred twelve (26,812).

- Legislation, regulations and reimbursement rates that create changes in the school lunch program shall remain consistent throughout the year.
- The government reimbursement rates in effect as of July 1, 2021 shall remain consistent throughout the year.
- Changes to meal components and quantities required by the National School Lunch Act or the National School Lunch Program.
- There shall be no competitive sales during the lunch period per school board policy.
- Service hours, service requirements type or number of facilities selling food and/or beverages on District's Premises shall remain consistent throughout the year.
- The state or federal minimum wage rate and taxes in effect as of July 1, 2021 shall not be less than consistent throughout the year.
- The projected number of full feeding days shall not be less than one hundred eighty (180) for elementary and middle and one hundred eighty (180) for high school.

5. Effective retroactive to July 1, 2019, "General Contract Terms", page 16, paragraph 1 of the RFP is hereby deleted in its entirety and the following substituted therefor:

- "1. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA. A food service management company entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.

6. Effective retroactive to July 1, 2019, "General Contract Terms", page 16, paragraph 10 of the RFP is hereby deleted in its entirety and the following substituted therefor:

- "10. If this contract is in excess of \$150,000, the SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.
- a) Section 306 of Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15);

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**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

7. Unless otherwise stated herein, this Amendment is effective July 1, 2021 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

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

SANTA ROSA COUNTY SCHOOLS

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

SODEXO AMERICA, LLC

By: \_\_\_\_\_  
Allan J. Collins  
Vice President