

This Addendum to the Food Service Agreement between St. Louis Public Schools (the "SFA" or "District") and Compass Group USA, Inc., by and through its Chartwells Division ("FSMC" or "Chartwells") is effective as of July 1, 2020, or the date both the SFA and FSMC fully execute the Food Service Agreement, whichever is later.

1. Page 4, Section E(2) is hereby amended by adding the following to the end of the subsection:

Management Fee. For the 2020-2021 school year, Chartwells shall charge the SFA a Management Fee of \$0.087 per meal served. Total meals are calculated by adding reimbursable meal pattern meals (breakfast and lunch) served and meal equivalents. Cash receipts, other than from Sales of National School Lunch Program and School Breakfast Program meals served to children, shall be divided by \$3.6475 to arrive at an equivalent meal count. The per meal Management Fee will be multiplied by total meals. The Management Fee shall be adjusted on the first day of each renewal term at a rate equal to (a) the increase in the Consumer Price Index - Not seasonally adjusted for All Urban Consumers (CPI-U)-Food Away From Home annualized for December of the current school year or (b) 2%, whichever is less.

Administrative Fee. For the 2020-2021 school year, Chartwells shall charge the SFA an Annual Administrative Fee of \$27,650.00 in ten equal installments of \$2,765.00 per month excluding the months of July and August. The Administrative Fee shall be adjusted on the first day of each renewal term at a rate equal to (a) the increase in the Consumer Price Index - Not seasonally adjusted for All Urban Consumers (CPI-U)-Food Away From Home annualized for December of the current school year or (b) 2%, whichever is less.

Advance Payment. SFA shall provide to Chartwells an advance payment of \$43,000.00 (the "Advance Payment"). This Advance Payment is an option from Chartwells in accordance with the bid sheet. The Advance Payment shall be paid to Chartwells annually on or before August 15 each year. Chartwells shall return each year's Advance Payment to the SFA on or before the third week of the following June. The amount of the Advance Payment shall remain unchanged during each renewal term.

2. Page 15, Section VIII (K) is amended by inserting "Background checks shall be administered in accordance with all applicable laws, rules and regulations."
3. Pages 20-21, Section XVII is hereby Amended as follows:

Subsection A: Delete "SFA and" in line 2; delete the word "naming" in line 2 and replace with "including"; delete "Comprehensive" in line 3 and replace with "Commercial"; delete the word "only" in line 5; delete the words "per incident/person" and replace with "each occurrence"; insert "Minimum policy limits may be satisfied through a combination of primary, excess and/or umbrella policies."

Subsection B: Delete the second and third sentences and replace with: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions;

Subsection C: Delete this section and replace with: "The SFA shall obtain and maintain insurance for the food service facilities, service equipment, offices and utilities against risks covered by standard forms of fire, theft and extended coverage in such amounts and under such policies as appropriate."

Subsection D: Delete "as specified in the Cost Responsibility Detail Sheet" and replace with "as required by law."

including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage to the extent caused by the negligent act or omission of such party. Notification of an event giving rise to an indemnification claim ("Notice") must be received by the indemnifying party within thirty (30) days following receipt of such claim and shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder."

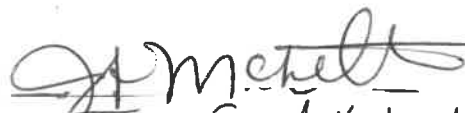
Subsection F: Delete "sole" and replace with "negligent".


In the event of a conflict between the terms of the Food Service Agreement and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be signed by their duly authorized officers as of the day and year first above written.

St. Louis Public Schools

**Compass Group USA, Inc.,
by and through its Chartwells Division**

By: 
Name: Jennifer McKittrick
Title: Superintendent
Date: 6/24/2020

By: 
Name: Belinda Oakley
Title: CEO, Chartwells K-12
Date: 5/18/2020

AGREEMENT PAGE – New Contract

Original Contract SY 2020-2021

This bidder has certified that he/she shall operate in accordance with all applicable State and Federal laws and regulations.

This solicitation/contract, attachments, and the RFP proposal of the successful bidder, with addenda, if any, constitute the entire agreement between the SFA and FSMC. The parties shall not execute any additional contractual documents pertaining to this RFP, except as permitted by applicable law.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four (4) additional one-year periods.

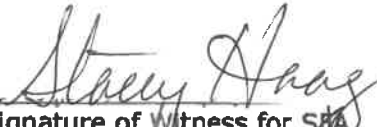
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

Bid Sheet Selected by SFA for Award:

Advanced Payment Option

(Insert plan type and/or advance payment option upon final bid award approval)

Attest:


Signature of Witness for SFA

St. Louis Public Schools
School Food Authority


Signature of SFA Representative

Jennifer McKittrick
Print Name

Superintendent
Title

6/24/20
Date

Attest:


Signature of Witness for FSMC

Compass Group USA, Inc.,
by and through its Chartwells Division
Food Service Management Company


Signature of FSMC Representative

Belinda Oakley
Print Name

CEO, Chartwells K12
Title

3/24/2020
Date