

SECOND RENEWAL AND AMENDMENT TO VENDED MEALS AGREEMENT

This Second Renewal and Amendment (“Second Renewal”) is made this June 28, 2021 by and between East Bay Innovation Academy (“School Food Authority” or “SFA”), and Revolution Foods, Inc. (“Vendor”). SFA and Vendor may be individually referred to herein as a “Party” or collectively referred to as the “Parties.”

Whereas, the Parties entered into an agreement to provide reimbursable Meals under federal Child Nutrition Programs between August 1, 2019 and July 31, 2020 (“Contract”);

Whereas, the Parties renewed the Term of the Contract from August 1, 2020 – July 31, 2021 (“First Renewal”);

Whereas, the Parties again desire to renew the Term of the Contract on the terms set forth in this Second Renewal.

Now Therefore, in consideration of the premises and mutual agreements contained in this Second Renewal, the Parties agree as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. The Parties agree to renew the Term for one (1) year, beginning on August 1, 2021 and ending on July 31, 2022 (“Second Renewal Term”).
3. SFA shall pay the following prices for the Second Renewal Term:

Meal (includes 0% and % white fresh milk)	Delivery frequency	Price per Meal
SBP Breakfast, cold unitized	2x weekly	\$2.36
NSLP Lunch entrée + side vegetable unitized in tray, fruit in bulk on the side	--	\$3.82
Shelf-stable Lunch		\$4.02
Adult Lunch Meal		\$5.40

4. A 1:1 ratio of standard recyclable utensils to the number of breakfast and lunch meals ordered will be provided in bulk. Unitized utensils are available for an additional fee.
5. Menu patterns follow the National School Lunch Program for grades PK, K-5, 6-8, 9-12 for breakfast and lunch.
6. All other terms remain the same and in full force and effect.

ACCEPTED AND AGREED TO:

East Bay Innovation Academy

By: _____
 Name: Michelle Cho
 Title: Executive Director
 Date: 13-Jul-2021

Revolution Foods, Inc.

By: _____
 Name: ALVIN CRAWFORD
 Title: CHIEF REVENUE OFFICER
 Date: 13-Jul-2021

Signatures



Signed by **Alvin Crawford** on **13-Jul-2021**

Job Title: **Chief Revenue Officer**
Company: **Revolution Foods**










Signed by **Michelle Cho** on **13-Jul-2021**

Job Title: **Executive Director**
Company: **East Bay Innovation Academy**

eSign Audit Trail

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