

Food Services Addendum

The County School Board of Albemarle County, Virginia ("the County") and CFA Institute enter into this addendum (the "Addendum") to the lease agreement into which the parties entered in April 27, 2009 (the "Lease Agreement"):

1. **General Purpose.** The County, through its Child Nutrition Department, shall provide food, beverage, and related goods and services ("Food Services") to CFA Institute at Monticello High School ("MHS") during CFA Institute use of MHS as a grading facility beginning on June 26, 2009, pursuant to the Lease Agreement, except that the County may postpone commencement date past June 26, 2009 in accordance with Section 1.3 of the Lease Agreement. In the event of postponement, the parties shall have rights and obligations accorded to them in Section 1.3 of the Lease Agreement.
2. **Specific Services.** As part of the general obligations described in Section 1 of this Addendum and in addition to the items referenced in Schedule B of the Lease Agreement, the parties agree as follows:
 - a. The County shall provide breakfast, lunch, and grazing in accordance with the schedule attached as Exhibit A.
 - b. The County shall plan the menu, in good faith consultation with CFA Institute. Ms. Susan Walker is the contact at CFA Institute with whom the County should consult.
 - c. Each day "Breakfast" is noted on Exhibit A, the County shall provide the following breakfast options to CFA Institute: (1) continental breakfast choices, including bagels and toppings, muffins, Danish, yogurt, cold cereal, and assorted juices; (2) fast food breakfast choices, including breakfast sandwiches, hash brown patties, French toast sticks, and fresh fruit cups; (3) more substantive meal choices, including egg entrees, hash browns, biscuits, toast, sausage, and bacon; (4) a substantive Asian option, such as fried mee hoon, fried mee, fried rice or Indian curry with Indian bread; (5) milk, bottled water, and soft drinks; and (6) regular and decaffeinated coffee, tea, and hot water. Bagel toasters should be provided whenever bagels are a breakfast option. The only exception to this is on June 27 and June 28, 2009, when no breakfast or drink items should be available to the graders until AM grazing begins. All gates and doors that access the food areas should remain locked and secured.
 - d. Each day "Lunch" is noted on Exhibit A, the County shall provide the following lunch options to CFA Institute: (1) an entrée option, such as meat loaf, fried chicken, pork chops and chicken fajitas with a potato dish, vegetable choices, and dinner rolls; (2) fast food lunch choices, including pizza, hamburgers, and chicken sandwiches; (3) soup and salad choices; (4) milk, bottled water, and soft drinks; and (5) regular and decaffeinated coffee, tea, and hot water.
 - e. Each day "grazing tables" are noted on Exhibit A, the County shall maintain for CFA Institute to use five (5) grazing tables: lower green, lower red, bubbler break room (G104), upper green and upper red. Each grazing table shall include (1) milk, bottled water, and soft drinks; (2) a variety of snack foods, such as fresh popcorn, pretzels, chips, fruit, and granola bars; and (3) regular and decaffeinated coffee, tea, and hot water. For "AM grazing" times noted on Exhibit A, there shall also be on each grazing table some continental breakfast selections, such as Danish and muffins. The one exception to this is that on July 4, 2009 only one grazing table is required. On July 4, the table should be in bubbler break room (G104).

- f. For each "Breakfast" and "Lunch" noted on Exhibit A, the County shall make available to CFA Institute suitable, hot vegetarian alternatives for lunch. Pancakes, waffles, and hot cereal are examples of suitable, hot vegetarian alternatives for breakfast.
- g. The County shall make available the planned menu for every day noted in Exhibit A on or before June 1, 2009. Notwithstanding the foregoing, if both the County and CFA Institute agree, the menu may be changed to reflect the preferences of the graders.
- h. CFA Institute shall have the right to veto a breakfast or lunch selection up to three (3) days prior to the date of the meal. The County shall then substitute a different selection of comparable quality and value.
- i. The County will maintain grazing areas. The County warrants that it has arranged with local soft drink companies to provide glass-fronted, refrigerated dispensers for each level, near the grazing tables, and to stock these as often as necessary. No refrigerated dispensers shall be placed in or near the front lobby and main entrance of MHS.
- j. The County Child Nutrition department shall be solely responsible for the preparation and provision of Food Services to CFA Institute, and shall have exclusive access to all kitchen areas including preparation and storage areas, freezers and refrigerators, and docking and loading areas. The County assumes sole control and responsibility for safe operations and cleaning of all kitchen equipment. CFA Institute shall not be permitted to use or otherwise access MHS kitchen facilities. CFA Institute agrees not to hire or otherwise contract with another provider of food services during the term of the Lease Agreement.
- k. The County Child Nutrition department shall be solely responsible for floor care maintenance in the kitchen area. This also includes any supplies, equipment, and cleaning materials for floor care.
- l. The County shall be solely responsible for food deliveries made by their vendors. Appropriate staff shall be present to escort vendors and ensure CFA Institute security procedures are being followed. All County staff and vendors will enter and exit MHS by using the main entrance. Any food deliveries that require using any other entrance will need to be pre-approved by the CFA Institute contact. Emergency contact information shall be provided on or before June 1, 2009 to the CFA Institute contact.
- m. County employees working at MHS (Food Services and Building Services) may eat Breakfast and /or Lunch while on duty, but may not remove any food from MHS.
- n. Any uneaten or unused food should not be charged to CFA Institute if it can be used by the County or returned to the provider. Otherwise, any uneaten or unused food items charged to CFA Institute should be provided to CFA Institute.

3. **CFA Institute Staff Continental Breakfast.** The County shall provide a continental breakfast to CFA Institute staff members on June 27, 2009 and June 28, 2009 from 6:00am – 8:00am. The breakfast shall include coffee, sodas, juices, milk, bagels, muffins, yogurts, cereals, and an assortment of breakfast breads.
4. **Payment.** CFA Institute agrees to pay the County on a “cost-plus” basis. Specifically, CFA Institute agrees to pay the cost of Food Services plus an additional premium of thirty-five (35) percent of the cost of Food Services. As used herein, the “cost of Food Services” includes all expenses incurred by the County to provide the Food Services, including but not limited to the food, labor, service, supplies, equipment, and other incidentals. The sum of the cost of Food Services plus an additional premium of thirty-five (35) percent of the cost of Food Services shall hereinafter be referred to as the “Compensation Due”.

The County agrees to monitor expenses for Food Services on a daily basis. If the total Compensation Due approaches the Incentive Base (twice the amount of labor, food, and supplies), the County agrees to notify CFA Institute and CFA Institute will have the option to make changes or alterations on menu or foods offered.

5. **Incentive.** The estimated Compensation Due for Food Services is two hundred forty-six thousand, seven hundred and eighty dollars (\$246,780). As an incentive for the County to near or better this estimate of Compensation Due, CFA Institute shall pay the County an incentive for achieving a Compensation Due of less than the Incentive Base, three hundred sixty-five thousand six hundred dollars (\$365,600).

Therefore, if the Compensation Due is less than the Incentive Base, CFA Institute shall pay the County an additional payment of thirty (30) percent of the difference between the Incentive Base and the Compensation Due. For example, if the Compensation Due is two hundred seventy-five thousand dollars (\$275,000), then CFA Institute shall owe the County an incentive of fourteen thousand nine hundred twenty-nine dollars (\$14,929), which is thirty (30) percent of forty-nine thousand seven hundred sixty-two dollars (\$49,762), the difference between the incentive base of three hundred twenty-four thousand seven hundred sixty-two dollars (\$324,762) and two hundred seventy-five thousand dollars (\$275,000).

6. **Billing.** All costs for Food Services will be itemized by the County and made available to CFA Institute for its review upon request. A final invoice of the Compensation Due plus the applicable incentive, if any, will be provided to CFA Institute within thirty (30) days of the end of the Term described in Section 1.4 of the Lease Agreement. The full amount will be due and payable within thirty (30) days of receipt of the final invoice by CFA Institute.
7. **Miscellaneous.** The parties agree that all terms and conditions set forth in the Lease Agreement remain in full force and effect, and that all such terms and conditions set forth in the Lease Agreement are incorporated herein.

8. **School Board and CFA Institute Approval.** This Agreement is subject to and contingent upon approval of its terms by the County and CFA Institute, which is evidenced by the signatures of their representatives below.

WITNESS the following signatures.

COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA

By: _____
Chairman

Date: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE:

The foregoing Agreement was signed, sworn to and acknowledged before me this ____ day of _____, 2009 by _____, Chairman, County School Board of Albemarle County, Virginia.

Notary Public

My Commission Expires: _____

CFA INSTITUTE

By: Colleen I. Anderson
Head, Exam Administration & Security

Date: 18 May 2009

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle:

The foregoing Agreement was signed, sworn to and acknowledged before me this 18th day of May, 2009 by Colleen I. Anderson, on behalf of CFA Institute.

Barbara Powell Evans
Notary Public # 359347

My Commission Expires: June 30, 2009

Approved as to form:

School Board Attorney

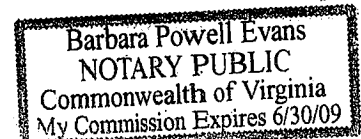


EXHIBIT A

Food Schedule for Grading 2009

<u>Date</u>	<u>Time</u>	<u>Food Schedule</u>	<u>Total</u>
*Fri., June 26 (staff only)	7:00am to 9:00am	Continental Breakfast	130
	11:30am to 1:30pm	Lunch	130
	2:00pm to 4:00pm	PM grazing tables	130
Sat., June 27	6:00am to 8:00am	Continental Breakfast	150
	11:30am to 1:30pm	Lunch	300
	2:00pm to 4:00pm	PM grazing tables	300
Sun., June 28	6:00am to 8:00am	Continental Breakfast	200
	10:00am to 11:30am	AM grazing tables	600
	11:30am to 1:30pm	Lunch	600
	2:00pm to 4:00pm	PM grazing tables	600
Mon., June 29	6:30am to 9:00am	Breakfast	660
	10:00am to 11:30am	AM grazing tables	660
	11:30am to 1:30pm	Lunch	660
	2:00pm to 4:00pm	PM grazing tables	660
Tue., June 30	6:30am to 9:00am	Breakfast	660
	10:00am to 11:30am	AM grazing tables	660
	11:30am to 1:30pm	Lunch	660
	2:00pm to 4:00pm	PM grazing tables	660
Wed., July 1	6:30am to 9:00am	Breakfast	660
	10:00am to 11:30am	AM grazing tables	660
	11:30am to 1:30pm	Lunch	660
	2:00pm to 4:00pm	PM grazing tables	660
Thu., July 2	6:30am to 9:00am	Breakfast	660
	10:00am to 11:30am	AM grazing tables	660
	11:30am to 1:30pm	Lunch	660
	2:00pm to 4:00pm	PM grazing tables	660
Fri., July 3	6:30am to 9:00am	Breakfast	660
	10:00am to 11:30am	AM grazing tables	660
	11:30am to 1:30pm	Lunch	660
	2:00pm to 4:00pm	PM grazing tables	660
*Sat., July 4	6:30am to 9:00am	Breakfast	110
	10:00am to 11:30am	AM grazing tables	110
	11:30am to 1:30pm	Lunch	110
	2:00pm to 4:00pm	PM grazing tables	110

Mon., July 6	6:30am to 9:00am	Breakfast	415
	10:00am to 11:30am	AM grazing tables	415
	11:30am to 1:30pm	Lunch	415
	2:00pm to 4:00pm	PM grazing tables	415
Tue., July 7	6:30am to 9:00am	Breakfast	415
	10:00am to 11:30am	AM grazing tables	415
	11:30am to 1:30pm	Lunch	415
	2:00pm to 4:00pm	PM grazing tables	415
Wed., July 8	6:30am to 9:00am	Breakfast	415
	10:00am to 11:30am	AM grazing tables	415
	11:30am to 1:30pm	Lunch	415
	2:00pm to 4:00pm	PM grazing tables	415
Thu., July 9	6:30am to 9:00am	Breakfast	415
	10:00am to 11:30am	AM grazing tables	415
	11:30am to 1:30pm	Lunch	415
	2:00pm to 4:00pm	PM grazing tables	415
Fri., July 10	6:30am to 9:00am	Breakfast	415
	10:00am to 11:30am	AM grazing tables	415
	11:30am to 1:30pm	Lunch	415
	2:00pm to 4:00pm	PM grazing tables	415
Mon., July 13	6:30am to 9:00am	Breakfast	140
	11:30am to 1:30pm	Lunch	140
Tue., July 14	6:30am to 9:00am	Breakfast	140
	11:30am to 1:30pm	Lunch	140

*On June 27 and July 4 only one serving line for breakfast, one serving line for lunch, and one grazing table are required.