

Food Services Addendum 2011

The County School Board of Albemarle County, Virginia ("the County") and CFA Institute enter into this Food Services Addendum (the "2011 Addendum") which will be attached as Attachment 2.A to the lease agreement dated 12 May 2011 between the County and CFA Institute (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's use of MHS beginning on June 24, 2011, pursuant to the Lease Agreement.
2. **Specific Services.** As part of the general obligations described in this 2011 Addendum and the Lease Agreement, the parties agree as follows:
 - a. The County shall provide breakfast, lunch, and grazing in accordance with the 2011 Food Schedule attached hereto.
 - b. The County shall plan the menu, in good faith consultation with CFA Institute. Ms. Jennifer Woods is the contact at CFA Institute with whom the County should consult.
 - c. 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 25 and June 26, 2011, when no breakfast items should be available to the graders until AM grazing begins. Beverages should be available beginning at 6:30 am. All gates and doors that access the food areas should remain locked and secured.
 - d. 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. The County shall maintain for CFA Institute to use five (5) grazing tables: lower blue, 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" tables there shall also be some continental breakfast selections, such as danish and muffins. The exceptions to this are on July 1 and July 2, 2011 only one grazing table is required. On July 1 and July 2 the table should be in bubbler break room (G104).

- f. For each Breakfast and Lunch, 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 on or before June 1, 2011. 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.
 - 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, 2011 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 25, 2011 and June 26, 2011 from 6:00am – 8:00am. The breakfast shall include coffee, sodas, juices, milk, a protein item, bagels, muffins, yogurts, cereals, and an assortment of breakfast breads.
4. **Payment.** CFA Institute agrees to pay the County the cost of Food Services plus a premium of thirty-five (35) percent of the cost of Food Services which together shall equal the Total Payment. 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 County has estimated that the Total Payment will be \$211,596.30 (\$156,738 cost of Food Services; \$54,858 premium).

The County agrees to monitor expenses for Food Services on a daily basis. When the Food Services actual costs exceed ninety (90%) of the estimate provided above, 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. **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 Total Payment 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.
6. **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.
7. **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 _____, 2011 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: 27 May 2011

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle:

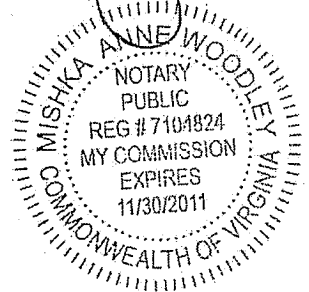
The foregoing Agreement was signed, sworn to and acknowledged before me this 27th day of May, 2011 by Colleen Anderson on behalf of CFA Institute.

Mishka Anne Woodley
Notary Public

My Commission Expires: 11/30/2011

Approved as to form:

School Board Attorney



2011 Food Schedule

<u>Date</u>	<u>Time</u>	<u>Food Schedule</u>	<u>Total</u>
*Fri., June 24 (staff only)	7:00am to 9:00am	Continental Breakfast	35
	11:30am to 1:30pm	Lunch	35
	2:00pm to 4:00pm	PM grazing tables	35
Sat., June 25	6:00am to 8:00am	Continental Breakfast	70
	11:30am to 1:30pm	Lunch	350
	2:00pm to 4:00pm	PM grazing tables	350
Sun., June 26	6:00am to 8:00am	Continental Breakfast	75
	10:00am to 11:30am	AM grazing tables	636
	11:30am to 1:30pm	Lunch	636
	2:00pm to 4:00pm	PM grazing tables	636
Mon., June 27	6:30am to 9:00am	Breakfast	760
	10:00am to 11:30am	AM grazing tables	760
	11:30am to 1:30pm	Lunch	760
	2:00pm to 4:00pm	PM grazing tables	760
Tue., June 28	6:30am to 9:00am	Breakfast	760
	10:00am to 11:30am	AM grazing tables	760
	11:30am to 1:30pm	Lunch	760
	2:00pm to 4:00pm	PM grazing tables	760
Wed., June 29	6:30am to 9:00am	Breakfast	760
	10:00am to 11:30am	AM grazing tables	760
	11:30am to 1:30pm	Lunch	760
	2:00pm to 4:00pm	PM grazing tables	760
Thu., June 30	6:30am to 9:00am	Breakfast	760
	10:00am to 11:30am	AM grazing tables	760
	11:30am to 1:30pm	Lunch	760
	2:00pm to 4:00pm	PM grazing tables	760
*Fri., July 1	6:30am to 9:00am	Breakfast	130
	10:00am to 11:30am	AM grazing tables	130
	11:30am to 1:30pm	Lunch	130
	2:00pm to 4:00pm	PM grazing tables	130
*Sat., July 2	6:30am to 9:00am	Breakfast	100
	10:00am to 11:30am	AM grazing tables	100
	11:30am to 1:30pm	Lunch	100
	2:00pm to 4:00pm	PM grazing tables	100

Mon., July 4	6:30am to 9:00am	Breakfast	475
	10:00am to 11:30am	AM grazing tables	475
	11:30am to 1:30pm	Lunch	475
	2:00pm to 4:00pm	PM grazing tables	475
Tue., July 5	6:30am to 9:00am	Breakfast	475
	10:00am to 11:30am	AM grazing tables	475
	11:30am to 1:30pm	Lunch	475
	2:00pm to 4:00pm	PM grazing tables	475
Wed., July 6	6:30am to 9:00am	Breakfast	475
	10:00am to 11:30am	AM grazing tables	475
	11:30am to 1:30pm	Lunch	475
	2:00pm to 4:00pm	PM grazing tables	475
Thu., July 7	6:30am to 9:00am	Breakfast	420
	10:00am to 11:30am	AM grazing tables	420
	11:30am to 1:30pm	Lunch	420
	2:00pm to 4:00pm	PM grazing tables	420
*Fri., July 8	6:30am to 9:00am	Breakfast	130
	10:00am to 11:30am	AM grazing tables	130
	11:30am to 1:30pm	Lunch	130
	2:00pm to 4:00pm	PM grazing tables	130
*Mon., July 11	6:30am to 9:00am	Breakfast	30
	11:30am to 1:30pm	Lunch	30
*Tue., July 12	6:30am to 9:00am	Breakfast	50
	11:30am to 1:30pm	Lunch	50

*On June 24, July 1, July 2, July 8, July 11 and July 12 only one serving line for breakfast, one serving line for lunch.