

Food Services Addendum

The County School Board of Albemarle County, Virginia ("the County") and CFA Institute enter into this addendum (the "2012 Addendum") which will serve as an addendum to the lease 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 use of MHS as a grading facility beginning on June 22, 2012, pursuant to 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 hereto.
 - b. The County shall plan the menu, in good faith consultation with CFA Institute. Ms. Holly Ponton 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 23 and June 24, 2012, 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" times noted on Exhibit A, there shall also be on each grazing table some continental breakfast selections, such as Danish and muffins. The exceptions to this are on June 29 and June 30, 2012 only one grazing table is required. On June 29 and June 30 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, 2012. 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, 2012 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 23, 2012 and June 24, 2012 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 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 County has estimated that the Total Payment will be \$262,052.55 (\$194,113 cost of Food Services; 67,939.55 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 _____, 2012 by _____, Chairman, County School Board of Albemarle County, Virginia.

Notary Public

My Commission Expires: _____

CFA INSTITUTE

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

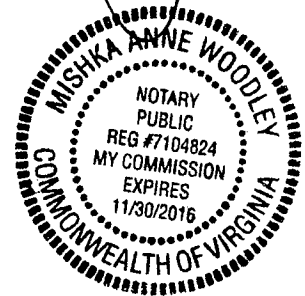
Date: May 29, 2012

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle:

The foregoing Agreement was signed, sworn to and acknowledged before me this 29th day of May, 2012 by Colleen Anderson, on behalf of CFA Institute.

Mishka Anne Woodley
Notary Public

My Commission Expires: 11/30/2016.



Approved as to form:

School Board Attorney

EXHIBIT A

Food Schedule for Grading 2012

<u>Date</u>	<u>Time</u>	<u>Food Schedule</u>	<u>Total</u>
*Fri., June 22 (staff only)	7:00am to 9:00am	Continental Breakfast	32
	11:30am to 1:30pm	Lunch	32
	2:00pm to 4:00pm	PM grazing tables	32
Sat., June 23	6:00am to 8:00am	Continental Breakfast	70
	11:30am to 1:30pm	Lunch	357
	2:00pm to 4:00pm	PM grazing tables	357
Sun., June 24	6:00am to 8:00am	Continental Breakfast	75
	10:00am to 11:30am	AM grazing tables	723
	11:30am to 1:30pm	Lunch	723
	2:00pm to 4:00pm	PM grazing tables	723
Mon., June 25	6:30am to 9:00am	Breakfast	882
	10:00am to 11:30am	AM grazing tables	882
	11:30am to 1:30pm	Lunch	882
	2:00pm to 4:00pm	PM grazing tables	882
Tue., June 26	6:30am to 9:00am	Breakfast	875
	10:00am to 11:30am	AM grazing tables	875
	11:30am to 1:30pm	Lunch	875
	2:00pm to 4:00pm	PM grazing tables	875
Wed., June 27	6:30am to 9:00am	Breakfast	875
	10:00am to 11:30am	AM grazing tables	875
	11:30am to 1:30pm	Lunch	875
	2:00pm to 4:00pm	PM grazing tables	875
Thu., June 28	6:30am to 9:00am	Breakfast	875
	10:00am to 11:30am	AM grazing tables	875
	11:30am to 1:30pm	Lunch	875
	2:00pm to 4:00pm	PM grazing tables	875
*Fri., June 29	6:30am to 9:00am	Breakfast	138
	10:00am to 11:30am	AM grazing tables	138
	11:30am to 1:30pm	Lunch	138
	2:00pm to 4:00pm	PM grazing tables	138
*Sat., June 30	6:30am to 9:00am	Breakfast	97
	10:00am to 11:30am	AM grazing tables	97
	11:30am to 1:30pm	Lunch	97

	2:00pm to 4:00pm	PM grazing tables	97
Mon., July 2	6:30am to 9:00am	Breakfast	511
	10:00am to 11:30am	AM grazing tables	511
	11:30am to 1:30pm	Lunch	511
	2:00pm to 4:00pm	PM grazing tables	511
Tue., July 3	6:30am to 9:00am	Breakfast	511
	10:00am to 11:30am	AM grazing tables	511
	11:30am to 1:30pm	Lunch	511
	2:00pm to 4:00pm	PM grazing tables	511
Wed., July 4	6:30am to 9:00am	Breakfast	511
	10:00am to 11:30am	AM grazing tables	511
	11:30am to 1:30pm	Lunch	511
	2:00pm to 4:00pm	PM grazing tables	511
Thu., July 5	6:30am to 9:00am	Breakfast	439
	10:00am to 11:30am	AM grazing tables	439
	11:30am to 1:30pm	Lunch	439
	2:00pm to 4:00pm	PM grazing tables	439
*Fri., July 6	6:30am to 9:00am	Breakfast	136
	10:00am to 11:30am	AM grazing tables	136
	11:30am to 1:30pm	Lunch	136
	2:00pm to 4:00pm	PM grazing tables	136
*Mon., July 9	11:30am to 1:30pm	Lunch	123
*Tue., July 10	10:30am to 11:30am	AM Grazing Station	123
	11:30am to 1:30pm	Lunch	123
	2:00pm to 4:00pm	PM Grazing Station	123
*Wed., July 11	10:30am to 11:30am	AM Grazing Station	123
	11:30am to 1:30pm	Lunch	123
	2:00pm to 4:00pm	PM Grazing Station	123
*Thu., July 12	10:30am to 11:30am	AM Grazing Station	102
	11:30am to 1:30pm	Lunch	102
	2:00pm to 4:00pm	PM Grazing Station	102

*On June 22, June 29, June 30, July 6, July 9, July 10, July 11 and July 12 only one serving line for breakfast (if applicable), one serving line for lunch.