Food Services Addendum

The County School Board of Albemarle County, Virginia ("the County") and CFA Institute enter into this addendum (the "2017 Addendum") which will serve as an addendum to the lease dated March 3, 2017 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 as a grading facility beginning on June 24, 2017, 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. Mrs. Laura Knight and Mrs. Katie Hiatt are the contacts 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 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 24 and June 25, 2017, when no food & beverage items should be available to the graders until lunch begins. 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; (5) regular and decaffeinated coffee, tea, and hot water and (6) halal meal options for 10 people on June 24, 30 people from June 25 – 29, and 15 people from July 2 – July 6.
    e. The County shall maintain for CFA Institute to use five (5) grazing tables: lower blue, lower red, temp 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. The exceptions to this is on June 30 and July 1, 2017 only one grazing table is required and should be in the temp break room (G104).
    f. For each "Breakfast" and "Lunch", the County shall make available to CFA Institute suitable, hot vegetarian, vegan and gluten free alternatives for lunch. Pancakes,

waffles, and hot cereal are examples of suitable, hot vegetarian alternatives for breakfast.

g. The county shall provide freshly baked cookies on Wednesday, July 5, 2017 at 1:30pm in the temp break room (G104) for 56 temps.

h. The County shall make available the planned menu for every day on or before June 1, 2017. Notwithstanding the foregoing, if both the County and CFA Institute agree, the menu may be changed to reflect the preferences of the graders.

i. 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.

j. 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.

k. 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.

l. 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.

m. 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, 2017 to the CFA Institute contact.

n. 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.

o. 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 24, 2017 and June 25, 2017 from 6:00am – 8:00am. The breakfast shall include coffee, tea, sodas, juices, milk, yogurts, fruit, cereals, and an assortment of breakfast bars.

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 $254,145.00 ($188,256.00 + $65,889.00 (35%) 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. **Food Donation.** Should any foodstuff that has been purchased or prepared for the CFA Institute event remain at the conclusion of the event, CFA Institute will make arrangements for donation of leftover foodstuff to an area non-profit of CFA Institute's choosing. CFA Institute will be responsible for determining which food items, if any, are of suitable quality for donation. Upon donation, the County will notify CFA Institute contact so that a donation receipt may be obtained from the recipient organization.

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: _____ Date: _____
Chairman

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE:

The foregoing Agreement was signed, sworn to and acknowledged before me this ____ day of _____, 2017 by _____, Chairman, County School Board of Albemarle County, Virginia.

Notary Public

My Commission Expires:_____

CFA INSTITUTE

By: Jan Walton
Director, Logistics and Grading

Date: 5/15/2017

COMMONWEALTH OF VIRGINIA.
CITY/COUNTY OF Charlottesville:

The foregoing Agreement was signed, sworn to and acknowledged before me this 15th day of May, 2017 by Jan Walton, on behalf of CFA Institute.

Lisa L. Kellerman
Notary Public

My Commission Expires: 5/31/2021

Lisa L Kellerman
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7260075
My Commission Expires May 31, 2021

Approved as to form:

_____
School Board Attorney

EXHIBIT A

Food Schedule for Grading 2017

Date	Time	Food Schedule	Total
Sat., June 24	6:00am to 8:00am	Continental Breakfast	30
	10:00am to 11:30am	AM grazing tables	208
	11:30am to 1:30pm	Lunch	208
	2:00pm to 4:00pm	PM grazing tables	208
Sun., June 25	6:00am to 8:00am	Continental Breakfast	30
	10:00am to 11:30am	AM grazing tables	739
	11:30am to 1:30pm	Lunch	739
	2:00pm to 4:00pm	PM grazing tables	739
Mon., June 26	6:30am to 9:00am	Breakfast	751
	10:00am to 11:30am	AM grazing tables	751
	11:30am to 1:30pm	Lunch	751
	2:00pm to 4:00pm	PM grazing tables	751
Tue., June 27	6:30am to 9:00am	Breakfast	751
	10:00am to 11:30am	AM grazing tables	751
	11:30am to 1:30pm	Lunch	751
	2:00pm to 4:00pm	PM grazing tables	751
Wed., June 28	6:30am to 9:00am	Breakfast	751
	10:00am to 11:30am	AM grazing tables	751
	11:30am to 1:30pm	Lunch	751
	2:00pm to 4:00pm	PM grazing tables	751
Thur., June 29	6:30am to 9:00am	Breakfast	752
	10:00am to 11:30am	AM grazing tables	752
	11:30am to 1:30pm	Lunch	752
	2:00pm to 4:00pm	PM grazing tables	752
Fri., June 30	6:30am to 4:00pm	Grazing table	56
	(Temp break room grazing only)		
Sat., July 1	6:30am to 4:00pm	Grazing table	56
	(Temp break room grazing only)		
Sun., July 2	6:30am to 9:00am	Breakfast	444
	10:00am to 11:30am	AM grazing tables	444
	11:30am to 1:30pm	Lunch	444
	2:00pm to 4:00pm	PM grazing tables	444

Mon., July 3	6:30am to 9:00am	Breakfast	445
	10:00am to 11:30am	AM grazing tables	445
	11:30am to 1:30pm	Lunch	445
	2:00pm to 4:00pm	PM grazing tables	445
Tue., July 4	6:30am to 9:00am	Breakfast	445
	10:00am to 11:30am	AM grazing tables	445
	11:30am to 1:30pm	Lunch	445
	2:00pm to 4:00pm	PM grazing tables	445
Wed., July 5	6:30am to 9:00am	Breakfast	419
	10:00am to 11:30am	AM grazing tables	419
	11:30am to 1:30pm	Lunch	419
	2:00pm to 4:00pm	PM grazing tables	419
Thur., July 6	6:30am to 9:00am	Breakfast	413
	10:00am to 11:30am	AM grazing tables	413
	11:30am to 1:30pm	Lunch	413
	2:00pm to 4:00pm	PM grazing tables	413
*Fri., July 7	10:00am to 11:30am	AM grazing tables	29
	11:30am to 1:30pm	Lunch	29
	2:00pm to 4:00pm	PM grazing tables	29

*On Friday, July 7 only one serving line for lunch.