ADDENDUM TO AGREEMENT made by and between Green Township Board of Education , whose office is located at 69 Mackerly Road, Greendell , New Jersey (hereinafter referred to as the "School Food Authority") and Maschio's Food Services, Inc., a New Jersey Corporation having its principal place of business at 525 E. Main Street, Chester, New Jersey 07930.

WHEREAS, the School Food Authority and Maschio's entered into a contract for a food service program;

WHEREAS, the School Food Authority has found that Maschio's is performing the services under the contract in an effective and efficient manner;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the School Food Authority and Maschio's agree as follows:

Article I: Federal and State Required Contract Language

A. DURATION OF ADDENDUM

This addendum begins on July 1, 2018 and ends on June 30, 2019.

B. MANAGEMENT FEE(S) / GUARANTEES

1) MANAGEMENT FEE

The School Food Authority shall pay Maschio's an annual management fee in the amount of $7,091.00. The management fee shall be payable in monthly installments of $709.10 per month commencing on September 1, 2018 and ending on June 30, 2019.

2) GUARANTEE RETURN

Maschio's guarantees a return to the School Food Authority in the amount of $2,000.00. In the event the actual bottom line of the operational report (total revenue from all sources less program costs, including the management fee) is below this amount, Maschio's shall be responsible for any shortfall with the following conditions:

3) GUARANTEE CONDITIONS

a) There shall be no change in the School Food Authority's policies, practices and service requirements including changes in bell schedules and or meal service periods.

b) The proposed pricing schedule is approved.

c) The proposed staffing schedule is approved with no alterations.

d) The state or federal minimum wage rate and taxes in effect as of January 1, 2018, shall remain consistent throughout the year.

e) The projected number of service days for lunch will be the following:

178 Elementary School
_____ Middle School
_____ High School

f) There shall be no reduction in full service days due to inclement weather, schedule changes i.e. early dismissal, delayed opening, individual school closings for non-weather related reasons.

g) The government reimbursement rates shall be no less than the rates for the previous school year.

h) Vendor prices shall remain constant throughout the year. Material price increases greater than the annual CPI may result in guarantee adjustment. Any such adjustments will be reviewed and mutually agreed upon.

i) Average daily attendance shall remain at the same level as the previous school year.

j) The number of free and reduced price participants shall remain at the same level as the previous school year.

k) USDA donated foods including both entitlement and bonus foods, and including the value of donated foods contained in processed end products will be no less than the previous school year.

l) Usable USDA donated foods, of adequate quality and variety required for Maschio's proposed menu will be valued at no less than the previous school year's value per reimbursable meal.

m) There shall be no restrictions in a la carte sales. Sales will be permitted at all locations for the term of this addendum.

n) Service hours, service requirements type or number of facilities selling food and/or beverages on School Food Authority's premises shall remain consistent throughout the year.

o) There shall be no competitive sales during all service hours.

p) Any changes in legislation, regulations, reimbursement rates, meal components and quantities required by the Child Nutrition Programs or changes in the USDA Smart Snack Policies will affect the guarantee.

q) Due to the volatile nature of raw material costs, Maschio's and the School Food Authority shall review quarterly, costs associated with paper and plastic supplies and fuel surcharges on other deliveries. Any changes in Maschio's costs shall result in an appropriate change in the guarantee.

r) There will be no cessation of labor within the School Food Authority that would adversely affect sales.

s) The School Food Authority shall make payment to Maschio's for the entire amount of fees, costs and expenses which Maschio's shall have incurred as the result of union organizational activities and participation in administrative proceedings involving the

unionization of personnel, which were unknown to the officers of Maschio's at the time of execution of this addendum.

t) The number of eligible free and reduced students will be at least equal to the number of free and reduced eligible students in the previous school year.

u) The School Food Authority agrees to reimburse the food service account for the amount of unpaid charged meals either monthly or annually.

v) Maschio's will not be responsible for sales decrease due to allowances given by the School Food Authority for students to purchase lunches off campus if that allowance was not stated in the School Food Authority's specifications.

w) Any mandated expenses by either the federal or state governments regarding employee health care costs will reduce the guarantee in the amount of the actual cost of those expenses.

x) The number of employees participating in health insurance plans shall not exceed the number participating in the previous year.

y) Maschio's has not taken into account the effect of lunch meals distributed under the School Food Authority's humanitarian meal policy in establishing the guarantee. Any changes in the value of lunch distributed under such policy that would negatively affect the guarantee will result in an appropriate adjustment thereof.

z) The cost of providing reimbursable humanitarian meals will be at no cost to students. Humanitarian meals shall mean meals provided at no cost to students who are unable to pay the full or reduced price for a reimbursable meal. If a reimbursable Humanitarian meal is provided, the cost of such meals either Full price or Reduced price shall be billed to and paid for by the School Food Authority. If payment for humanitarian meals is not received from the School Food Authority, then the cost of providing the humanitarian meals shall be excluded from the calculation of financial results for purposes of determining achievement of the financial guarantee.

aa) Any changes in the actual sales of meals distributed under any non-pricing program implemented during the current contract term could negatively affect the guarantee which will result in an appropriate adjustment thereof.

In the event the foregoing conditions are not met during the school year, Maschio's guarantee obligation shall be reduced by an amount equivalent to any increased cost or loss of revenue attributable to the changes in such conditions.

C. REVISED PARAGRAPH 4 UNDER FOOD SERVICE OPERATION

4) FSMC shall comply with the Buy American Act, 41 U.S.C. section 8301 *et seq*., which requires the purchase of only products that are produced in the United States, and shall, to the maximum extent practicable, provide domestic commodities or products to the SFA in the fulfillment of this contract. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (7 C.F.R. 210.21 (d)). Vendor will be required to maintain records detailing commodity and product origin and to provide certification of such for all products provided to the SFA upon request.

D. REVISED PARAGRAPH UNDER USDA DONATED FOODS

3) The FSMC shall credit the SFA for the value of all USDA donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, if applicable. [7 CFR 250.53(a) (1)].

The FSMC shall perform such crediting monthly and maintain backup documentation to substantiate the credit by:

a. Warehouse Donated Foods:
   - each month
   - by disclosure to the SFA for the value of all USDA donated foods received in the school year.
   -

b. Processed Donated Foods:
   - each month
   - by monitoring and reporting by disclosure the commodity pass-through value as used by each commodity processor receiving any portion of the SFA's entitlement dollars.

   [7 CFR 250.53(a) (2)].

If for the school year immediately preceding the beginning of this contract, the SFA's food service was self-operating, the FSMC shall also credit the SFA for the value of all USDA donated foods in the SFA's inventory carried over from the preceding school year.

Except as otherwise specifically set forth and expressly modified in this Addendum, all other terms and conditions of the Contract shall remain the same and continue to be in full force and effect and are ratified and affirmed by the parties. In the event of a conflict between the provisions of the Contract and this Addendum, the provisions of this Addendum shall be controlling as to the matters set forth herein. The Parties agree that upon the effective date of this Addendum, it shall become a binding and integral part of the Contract.

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Article II: Additional Addendum Language

A. MISCELLANEOUS PROVISIONS

1. Currently the NJ State Department of the Treasury has determined that some supplies purchased by the Food Service Management Company on behalf of the School Food Authority are subject to sales and use tax. It is clear that the ownership of said goods is never an asset of the Food Service Management Company. The School Food Authority has ownership of said goods at all times and that the inventory asset of goods not yet used is accounted for in the School Food Authority monthly financial report. The School Food Authority has indicated to the Food Service Management Company that they would like to absorb the cost of this tax as a part of the supply cost so that the Food Service Management Company can continue to pay the distributor.

2. Maschio's will expect the payment for all humanitarian meals to be collected by year end and should collection not occur, the final year end Profit and Loss Statement will be adjusted by that amount.

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B. INSURANCE AND INDEMNIFICATION

1. To the fullest extent permitted by law, School Food Authority shall defend, hold harmless, and indemnify Maschio's and its directors, officers, employees, agents, representatives and owners from and against all claims, actions, costs, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from, in whole or in part, the negligence, willful acts or omission, of the School Food Authority and its agents or employees, provided that such claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In addition, this indemnity provided to Maschio's by the School Food Authority shall also include the hazard attributed to slip and fall exposure on the School Food Authority property which is related to the conditions created and/or maintained by the School Food Authority or its agents or employees.

2. In any and all claims against Maschio's or any of its agents or employees by any employee of School Food Authority, anyone directly or indirectly employed by School Food Authority or anyone for whose acts the School Food Authority may be liable, the indemnification obligation under Paragraph 1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the School Food Authority under Worker's or Workmen's Compensation acts, Disability Benefit acts or other employee benefit acts.

IN WITNESS WHEREOF, Maschio's and the School Food Authority have caused the within Addendum to the contract to be executed on the day and year written above.

MASCHIO'S FOOD SERVICES, INC.

Signature: _____ Dated: _____

Printed Name: Kenneth N. Torchia Title: Chief Executive Officer

SCHOOL FOOD AUTHORITY

Signature: _____ Dated: _____

Printed Name: _____ Title: _____