

Date: July 26, 2022

Resolution No. 22-620

Title: Approval of Contract Extension for Courthouse Café

Department/Agency: Lucas County Common Pleas Court, General Division

Contact: Brad Smith, Court Administrator

Summary/Background: The Courthouse Café entered into a contract to provide food services within the Courthouse in December 2014. The cost was fixed at fifty (\$50) dollars per month to reimburse the county for utilities. The annual contract expired on July 5, 2022. The Courthouse Facilities Committee, which was established for the purpose of regulating non-governmental operations within the courthouse, has recommended an extension of the current contract at the same rate to run from July 6, 2022 through July 5, 2023.

Budget Impact: The Courthouse Café will continue to reimburse the county fifty (\$50) dollars per month for utilities.

Statutory Authority/ORC: ORC Chapter 23

Commissioner Byers offered the following resolution:

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

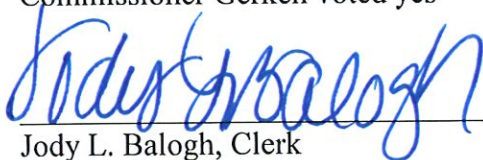
Section 1. The Board hereby authorizes a one (1) year extension of the contract with the Courthouse Café, whose terms shall be in effect from July 6, 2022 through July 5, 2023.

Section 2. The Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 3. This resolution shall be in full force and effect from and immediately upon its adoption.

Action Taken:

Commissioner Byers voted yes
Commissioner Skeldon Wozniak voted yes
Commissioner Gerken voted yes



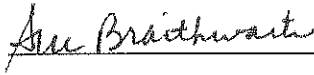
Jody L. Balogh, Clerk

FIFTH CONTRACT AMENDMENT

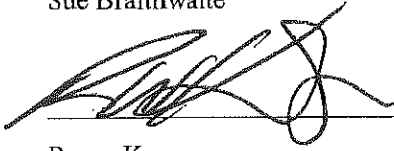
The contract initially entered into on December 9, 2014 between the Board of Lucas County Commissioners and Stacey Peacock (Service Provider), proprietor of the Courthouse Café, is hereby amended as follows:

1. Article Three is hereby amended to extend the term of the agreement through July 5, 2023.
2. All other terms of the agreement shall remain the same.

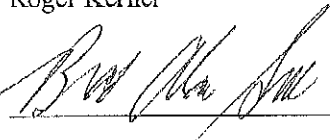
Courthouse Facilities Committee



 Sue Braithwaite



 Roger Kerner

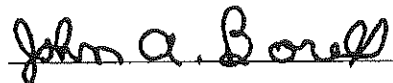


 Brad Smith

APPROVED AS TO FORM

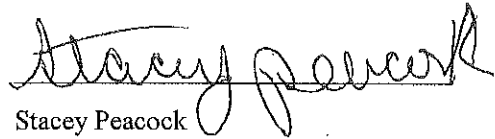
JULIA R. BATES

PROSECUTING ATTORNEY




 Assistant Prosecuting Attorney

Service Provider



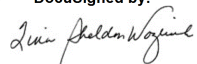
 Stacey Peacock

BOARD OF COMMISSIONERS

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Commissioner

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Commissioner

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Commissioner

AGREEMENT

Lucas County Form

THIS AGREEMENT, made the 9th day of December, 2014, in Toledo, Lucas County, Ohio, by and between the Board of County Commissioners, Lucas County, Ohio, hereinafter called "COUNTY" and Toledo Courthouse Cafe, Ltd. hereinafter called the "SERVICE PROVIDER",

WITNESSETH:

WHEREAS, the COUNTY and the SERVICE PROVIDER mutually desire to contract with each other for the purpose of providing food service for the Courthouse snack bar,

Now, therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF WORK

In consideration of the provision of the space to be allocated within the Lucas County Courthouse, the cost of utilities and other services, the SERVICE PROVIDER agrees to provide services for the Courthouse snack bar as addressed in the specifications for the Courthouse snack bar and incorporated herein as exhibit A.

ARTICLE TWO: PAYMENTS BY SERVICE PROVIDER

To compensate the COUNTY for the cost of utilities, the SERVICE PROVIDER agrees to pay the COUNTY Fifty Dollars(\$50.00) per month during the term of this agreement.

ARTICLE THREE: TERM

The term of this Agreement shall commence on November 1, 2014 and end on July 5, 2018. The agreement may be renewed yearly with the approval of the COUNTY.

ARTICLE FOUR: TERMINATION

This Agreement may be terminated by either party upon notice, in writing, delivered upon the other party thirty(30) days prior to the effective date of termination. Also, this Agreement may be terminated by the County upon thirty (30) days written notice to the Service Provider if the Service Provider is in default of it's obligations hereunder and such default has not been cured or the Service Provider has not diligently taken action to cure such default within ninety (90) days after the Service Provider's receipt of written notice specifying such defaults.

Notwithstanding the above, the SERVICE PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the SERVICE PROVIDER; and the COUNTY may withhold any compensation to the SERVICE PROVIDER for the purpose of set-off until such time as the amount of damages due the COUNTY from the SERVICE PROVIDER is agreed upon or otherwise determined.

ARTICLE FIVE: CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the SERVICE PROVIDER from obtaining and working under an additional contractual arrangement with other parties aside from the COUNTY, assuming that the contractual work in no way impedes the SERVICE PROVIDER'S ability to perform the services required under this Agreement. The SERVICE PROVIDER warrants and represents that at the time of entering into the Agreement it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will conflict with or impede its ability to perform the required services under this Agreement.

ARTICLE SIX: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the SERVICE PROVIDER without the prior written approval of the Courthouse Improvement Committee.

ARTICLE SEVEN: GOVERNING LAW

This agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the law of Ohio.

ARTICLE EIGHT: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representatives or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by instrument, in writing, executed by the parties to this Agreement.

ARTICLE NINE: SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not

be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

ARTICLE TEN: COMPLIANCE

The SERVICE PROVIDER agrees to comply with all applicable federal, state and local laws in the conduct of work hereunder. The SERVICE PROVIDER accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the SERVICE PROVIDER and all employees engaged by the SERVICE PROVIDER for the performance of the work authorized by this Agreement.

ARTICLE ELEVEN: NON-DISCRIMINATION

During the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The SERVICE PROVIDER will take affirmative action to ensure that employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff, or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SERVICE PROVIDER, or any person claiming through the SERVICE PROVIDER, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything to this Agreement, or in reference to any contractors or subcontracts of said SERVICE PROVIDER.

ARTICLE TWELVE: INDEMNIFICATION

The SERVICE PROVIDER agrees to protect, defend, indemnify and hold the COUNTY, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omission of the SERVICE PROVIDER, negligent or otherwise, and its employees, officers, agents or independent contractors. The SERVICE PROVIDER agrees to pay all damages, costs and expenses of the COUNTY in defending any action arising out of the aforementioned acts or omissions.

ARTICLE THIRTEEN: CONFIDENTIALITY

This Agreement establishes a relationship of qualified service so that the transfer of any client information necessary to the service function may be exchanged without additional signed consent.

ARTICLE FOURTEEN: RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the SERVICE PROVIDER in the conduct of the provisions of this Agreement. The SERVICE PROVIDER shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Board of Lucas County Commissioners.

ARTICLE FIFTEEN: AGREEMENT DOCUMENTS

The term "Agreement" means and includes the following:

- A. Exhibit A-Service Provider's Bid or Proposal.

ARTICLE SIXTEEN: EXCLUSION OF ORAL STATEMENTS

This instrument contains all of the agreements of the parties. No oral or other statements shall be binding on either of the parties hereto.

ARTICLE SEVENTEEN: INSURANCE

Service Provider, at his own expense, will maintain liability insurance satisfactory to the County. All such insurance will name the County as an additional insured. Service Provider will deliver to the County evidence satisfactory to the County of all such insurance.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand on this _____ Day of December, 2014.

ATTEST:

Jasmine Lewis

SERVICE PROVIDER:

Stacey Percock
Signature

STACEY PERCOCK - OWNER
(Please Print Name & Title)

4739 Far Hills Rd
Address

Toledo, OH, 43603
City/State/Zip

48483631

Tax I.D. or S.S. No.

APPROVAL AS TO FORM:

Julia Bates
Prosecuting Attorney

By: [Signature]
Asst. Prosecuting
Attorney

12/10/14
Date

BOARD OF COUNTY COMMISSIONERS
Commissioners
Lucas County, Ohio

[Signature]
County Administrator

APPROVED AS TO CONTENT:

[Signature]
Signature: