

## **CONCESSION AGREEMENT FOR COFFEE KIOSK SERVICES BY AND BETWEEN THE COUNTY OF LAKE AND JITTER BEAN COFFEE**

This Concession Agreement (hereinafter Agreement) is made and entered into this 20th day of March, 2017, by and between the County of Lake, hereinafter referred to as "County" and Maureen Brasier, The French Bee, LLC, d.b.a Jitter Bean Coffee, hereinafter referred to as "Concessionaire."

### **RECITALS**

WHEREAS, County issued a Request for Proposals to provide coffee and food service at a kiosk in the Courthouse lobby; and

WHEREAS, the proposal submitted by Jitter Bean Coffee was determined to be most advantageous to the County; and

WHEREAS, This Concession Agreement is entered into pursuant to Government Code Section 25536 to provide a food and beverage service for County employees and the public in the County Courthouse building.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

### **I. CONCESSIONAIRE'S RESPONSIBILITIES**

Concessionaire shall:

1. Beginning within 60 days of execution of this Agreement by both parties and continuing throughout the term of this Agreement, install and operate a coffee kiosk in the lobby of the Lake County Courthouse for sale of food products, coffee, baked goods, non-alcoholic beverages and other such articles as shall be agreed upon by the Concessionaire and the County. Said kiosk shall be operated daily, with the exception of weekends and County holidays.
2. Remit to County \$200.00 per month as rent for the term of this Agreement. Should the Agreement be extended, the fee shall be negotiated for any successive years prior to the applicable period. The fee shall be due and paid to County monthly, by the fifth (5<sup>th</sup>) day of each month, during the term of this Agreement. A late charge equal to 10% of the amount due will be applied to payments made after that date.
3. Operate kiosk in a clean, professional manner.
4. Guarantee no increase in current retail prices for a minimum of six (6) months after effective date of the Agreement. Concessionaire shall provide written notification with justification to the County thirty days prior to any price increase of products sold.
5. Pay all federal, state and local taxes which may be assessed against concessionaire's equipment or merchandise while in or upon the premises of the County as well as all federal, state and local taxes assessed in connection with the operation of kiosk services on the premises during the course of the Agreement.
6. Comply with all federal, state and local laws and regulations governing the preparation, handling and serving of food and beverages.

7. Obtain, without cost to the County, all required city, county, state and federal permits and food handler cards required to operate a coffee kiosk service and to post such permits where applicable.
8. Concessionaire's business records which are directly relevant to the financial arrangement agreed upon herein shall be maintained for a period of three years from the date the records are made. Business records which are directly relevant to the funding arrangement of this Agreement shall be made available to County, upon reasonable notice, for inspection, examination and audit during normal business hours.

## **II. COUNTY'S RESPONSIBILITIES**

The County shall:

1. Provide to Concessionaire the necessary space for the operation of said coffee kiosk services and shall furnish to Concessionaire all utilities and facilities reasonable and necessary for the efficient performance of this agreement, including, but not limited to the following:
  - A. Heat (where necessary)
  - B. Lights and electrical current
  - C. Cold water connection
  - D. Wastewater connection
  - E. Garbage removal
2. County will, at its own cost and expense, install any such utility outlets at designated areas where kiosk equipment is located. The County shall approve suitability of kiosk equipment to be installed. Concessionaire agrees to provide space within its cabinets as may be required for housing wastewater, electrical service boxes, or other items necessary for the provision of utilities to the kiosk location.
3. Maintain all County facilities where kiosk services are performed in safe operating conditions such that no employee is exposed or subjected to *any* unsafe situation which would violate Occupational Safety and Health Act regulations, including but not limited to general duty and specific clauses thereof or any similar federal, state or local law or regulation.
4. Provide building maintenance and janitorial service, without cost to the Concessionaire, in order to sweep, mop and keep kiosk area and premises safe and in clean condition.

## **III. TERM**

The term of this Agreement shall be from the date first written above until March 20, 2020. Subject to the mutual agreement of both parties, this Agreement may be extended in annual

increments upon approval by the County Administrative Officer.

#### **IV. TERMINATION**

1. This Agreement may be terminated as follows:
  - A. By mutual consent of the parties;
  - B. By either party upon failure of the other party to comply with the terms and conditions of this agreement (default) provided, however, that thirty (30) days written notice shall be given to the other party, unless the default is such that more than thirty (30) days are reasonably required for its cure; then it shall not be deemed to be a breach of this agreement if such party commences such cure within thirty (30) day period, and thereafter, diligently pursues such cure to completion.
2. Upon termination or expiration of the agreement, Concessionaire shall vacate all parts of the premises occupied by the Concessionaire within fifteen (15) days and return the premises to the County, together with all equipment furnished by the County, pursuant to this Agreement, in the same condition as when originally made available to the Concessionaire excepting reasonable wear, or fire or other loss.

#### **V. INSURANCE**

Concessionaire shall not commence work under this Agreement until he/she has obtained all the insurance required herein, certificates of insurance have been submitted to County and said insurance has been approved by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior to written notice being given to County.

Concessionaire shall not allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Concessionaire to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of this Agreement by Concessionaire:

- a. Compensation Insurance: Concessionaire shall procure and maintain, at Concessionaire's own expense during the term hereof, Workers' Compensation Insurance for all of his/her employees to be engaged in work. In case of any such work sublet, Concessionaire shall require subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Concessionaire's Worker' Compensation

Insurance.

- b. Public Liability & Property Damage: Concessionaire shall procure and maintain, at Concessionaire's own expense during the term hereof upon him/herself and his/her employees at all times during the course of this Agreement, Comprehensive Public Liability Insurance, both bodily injury and property damage, in the amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual and independent contractor's liability.

Concessionaire shall not commence work under this Agreement, until he/she has hand delivered to County an "Additional Insured Endorsement" naming County, its officers, employees and agents as additional insured under each of the aforesaid policies in this sub-paragraph.

## **VI. INDEMNIFICATION/HOLD HARMLESS**

Concessionaire shall indemnify and defend County and its officers, employees and agents against and hold them harmless from any and all claims, losses, damages and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Concessionaire's operations hereunder or in the performance of work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

## **VII. ASSIGNMENT**

Concessionaire shall not assign any interest in the Agreement and shall not transfer any interest in the same without the prior written consent of County, except that claims for money due or to become due Concessionaire from County under this Agreement may be assigned by Concessionaire to a bank, trust company or other financial institution without such approval, written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

## **VIII. INDEPENDENT CONTRACTOR**

It is specifically understood and agreed that in the making and performance of this Agreement, Concessionaire is an independent contractor and is not an employee, agent or servant of County.

## **IX. MODIFICATION**

This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the agreed price

may be modified by mutual consent of Concessionaire and County executed by the County Administrative Officer.

## **X. NONDISCRIMINATION IN EMPLOYMENT**

In the performance of the work authorized under this Agreement, Concessionaire shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

## **XI. ATTORNEY'S FEES & COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

## **XII. INTEREST OF CONCESSIONAIRE**

Concessionaire hereby covenants that he/she has, at the time of the execution of this Agreement, no interest, and that he/she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. Concessionaire further covenants that in the performance of this work, no person having any such interest shall be employed.

## **XIII. SEVERABILITY**

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

### **COUNTY OF LAKE**

Carol J. Huchingson  
County Administrative Officer  
255 North Forbes St.  
Lakeport, CA 95453

### **CONCESSIONAIRE**

Maureen Brasier  
Jitter Bean Coffee  
5310 Highland Springs Road  
Lakeport, CA 95453

## **IXX. SPECIAL PROVISIONS**

1. Prior to Concessionaire beginning operation under this Agreement, Concessionaire and County, through its Administrative Officer, or his designee, shall mutually agree upon pricing of coffee kiosk products and location of the kiosk and related equipment within the Courthouse lobby.

2. Concessionaire and County, through its Administrative Officer, or his designee, shall by mutual agreement determine the hours of operation of the kiosk.

## XX. ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Executed at Lakeport, California, on the day and year first written above.

COUNTY OF LAKE

JITTER BEAN COFFEE

\_\_\_\_\_  
Chair, Board of Supervisors

Maurice Graser  
By: \_\_\_\_\_

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

ATTEST: Carol J. Huchingson  
Clerk of the Board  
of Supervisors

By: \_\_\_\_\_

Anita L Grant

By: \_\_\_\_\_