

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Tasty Bits Catering, a Michigan Company**, whose principal place of business is located at **419 West Johnson, Clio, MI 48420** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **March 13, 2024** and shall be effective through **December 31, 2024** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

The Contractor agrees to pay the County 18% of gross sales (total sales without sales tax and service charges).

4. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Melissa Mahan** the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this

Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from

any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable

grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily

injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:
 - a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
 - b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required

coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

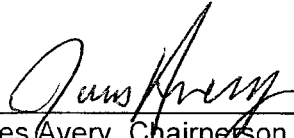
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

TASTY BITS CATERING

COUNTY OF GENESEE

By: Nicholas Nazarian
Nicholas Nazarian
Owner

Date: 5-01-2024

By: 
James Avery, Chairperson
Board of County Commissioners

Date: 5/1/24

EXHIBIT A

Description of the Services

Tasty Bits Catering shall provide restaurant planning, operation, management and maintenance for ANY or ALL the facilities at Crossroads Village which include a cafeteria- style restaurant, a dining room (banquet center) and two (2) food concession type grills in the park, located at the Crossroads Café and Lake Side Grill.

The Food Service Operation and Catering operation for the Mill Street Warehouse and Dining Room, Lake Side Grill and Crossroads Café are all located in Crossroads Village and the Huckleberry Railroad living History Park. Tasty Bits Catering shall manage and provide food and beverages, concessions, and catering operations in the Crossroads Village Park on behalf of the Genesee County Parks and Recreation Commission. In doing so, the successful offeror/contractor shall provide creative menu ideas and selections that are wholesome, diverse, and nutritious and shall be well received by Genesee County Parks and Recreation Commission patrons. The hours of operation are to coincide with the Village operating hours and may be open longer based on special events that are scheduled.

The operations of the Mill Street Warehouse and Dining Room, Crossroads Café, the Lake Side Grill, and catering operation shall provide food service to visitors, the general public, and for special outings and group hospitality-type events. This contract will not be exclusive and the GCPRC shall retain the right to make arrangement for food service with another contractor, at its discretion, during the life of the contract. The banquet/catering operation will function on a scheduled basis. The Mill Street Warehouse, Crossroads Café, and Lake Side Grill operating days and hours will vary on demand and be set accordingly with Park Management.

SPECIFICATIONS – CONTRATOR'S RESPONSIBILITIES

Tasty Bits Catering shall be responsible for providing and performing the following:

1. Provide nutritionally balanced, diverse, well-prepared, and tasteful meals, food items and beverages which may consist of the following options: Hot entrees, soup, salads, sandwiches, dessert item(s) fruit, grill service and a variety of beverage options.
2. Provide professional services in a manner that will assure the quality, appropriateness and acceptance of all meals, food items and beverages prepared and served. The contractor shall comply with all local and state sanitation requirements in the preparation of food.
3. Provide all raw food, condiments, materials, supplies and equipment necessary for the preparation and provision of meals and food items.
4. Provide expertise, management, staff, and preparation skills for the consistent, timely service of meals, food items and beverages. All food and beverages are to be served in a sanitary manner with proper and professional supervision.

5. Provide all supplies such as plates, trays, utensils, glassware, take out containers and utensils, pots, pans, warmers, and all necessary items for serving meals and keeping food hot or cold.
6. The Contractor shall at all times maintain an adequate staff to provide competent, experienced management and properly trained qualified personnel. Staffing levels must be adequate to provide for vacations, sickness, resignations, and/or discharges of personnel. All staff of the contractor who work on GCPRC property will be required to pass a background check.
7. The Contractor shall immediately inform the Crossroads Village Manager of any condition that will affect the preparation and service of meals, food items, beverages, and catering services. The Crossroads Village Manager will oversee all Food and Beverage Contractor operations and manage the cafeteria, Catering and Concessions Agreement.
8. Responsible for any damage done to County and GCPRC property as a result of the Contractor.
9. The Contractor shall clean all areas of the Restaurant/Grill operations. This includes but is not limited to clean up of food preparation, food service, dining area, equipment, dumpster locations and disposal of trash. The Contractor shall maintain a neat and orderly operation at all times. The Contractor shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the GCPRC and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling. The Contractor shall clean the kitchen and dining room areas.
10. The Contractor shall be responsible for setting a fair, and mutually agreeable, price for meals, price for meals, concession items and catering services that will fully support the operations of the GCPRC. Patrons of the GCPRC will pay for all meals, snacks, food, beverage, and catering services. The GCPRC will not be responsible for subsidizing the Cafeteria, Catering and Concession operations.
11. The Contractor shall adhere to all required Federal, State and Local licenses, permits, public health certificates and public safety inspections for the provision of all food, beverage, and catering services at their own expense. It is the sole responsibility of the contractor to find out what is required and to pay fees where applicable.
12. Provide monthly reports to the Genesee County Parks and Recreation Commission indicating Commission indicating Gross sales revenue for the month if Contractor does not use our point-of-sale equipment.
13. The Contractor shall pay a percent of gross sales as provided in their proposal and/or negotiated to operate and manage the Mill Street Warehouse and Dining Room, Crossroads Café, and the Lake Side Grill Restaurant, for the provision of food, beverage, Cafeteria, Catering and Concession services. The payment shall be paid monthly to the Genesee County Parks and Recreation Commission.
14. All equipment provided by the Contractor and existing equipment provided by the GCPRC shall be the sole responsibility of the Contractor. The Contractor shall replace, maintain and repair (per manufacturer recommendations) all equipment used for the cafeteria operations at Contractor's expense.

A. All food preparation and serving equipment owned by GCPRC shall remain on the premises of the GCPRC. The GCPRC shall not be responsible for loss or damage to equipment owned by the contractor and located on the GCPRC premises.

B. The Contractor shall notify the GCPRC of any equipment belonging to the contractor on GCPRC premises within ten (10) days of its placement on GCPRC premises.

C. The GCPRC, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the GCPRC.

D. The Contractor shall surrender to the GCPRC upon termination of the contract, all GCPRC equipment and furnishings in good repair and condition.

E. The Contractor and the GCPRC shall inventory the equipment and commodities owned by the GCPRC, including but not limited to, silverware, trays, chinaware, glassware, and kitchen utensils. This will be performed at the beginning of the contract and at the beginning of each successive contract year if the renewal option is utilized.

15. All personnel of the Contractor shall be dressed appropriately to provide food service under good sanitary conditions and consistent with the themes for the various operations as accepted by the GCPRC.

16. Roving convenience beverage sites may be provided for large special events but will not need to be supplied by the contractor for general daily visitors.

17. The Contractor shall place garbage and trash in containers in designated areas as specified by the GCPRC. The GCPRC shall remove all garbage and trash from the designated areas.

18. The Contractor shall not use the GCPRC's facilities to produce food, meals, or services for other organizations without the approval of the GCPRC. If such usage is mutually agreeable, there shall be a signed agreement, which stipulates the fees to be paid by the Contractor to the GCPRC for such facility usage.