

**Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form**

REC'D
JAN 15 2021
BY: Purchasing



Type of contract: 1 year Multi-year Single Event Purchasing Use Only Contract #:

<p><input type="checkbox"/> Submission Information</p> <p>Contact Name: Sue Sanders - ext. 7223</p> <p>Department: General Services - Recreation</p> <p>Project Title: Johnson Park and American Legion Concessions</p> <p>Funding Account Number: N/A</p> <p style="text-align: center;">REVENUE</p> <p>Contract amount: county receives 25% of gross income after sales tax</p> <p>Contract Type: Goods () Services (x) Labor ()</p> <p>Contract Action: New (x) Renewal () Change Order ()</p> <p>Original Contract Number: C-2017-76-C01</p>	<p><input type="checkbox"/> Vendor Information</p> <p>Vendor Name: JCA Concessions, LLC</p> <p>Address: 125 Alcovy Reserve Way Covington, GA. 30014</p> <p>Email: melodysday@gmail.com</p> <p>Phone #: 770-527-4304</p> <p>Contact: Melody Day</p> <p>Term of contract: 2/1/21 - 12/31/21 w/option to renew for (2) 12-month periods</p>
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Finance Director Signature

I have reviewed the attached contract, and the amount is approved for processing.

Signature: *Gas A. Ch...* Date: 02-03-2021
CHIEF OF STAFF

Procurement Officer Signature

I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.

Signature: *Juan Malone* Date: 1/20/2021

Summary:

General Services requests approval of the contract with JCA Concessions, LLC to provide concessions at Johnson Park Softball fields and American Legion Park. Contractor shall pay the sum of twenty-five (25%) of gross income after sales tax generated from the sale of all concessions.

Department Head/Elected Official Signature:

Sue Sanders

Date:

1/5/2021

2021-58

AGREEMENT FOR PROVIDING CONTRACTED
SERVICES

This Agreement entered into on the _____ day of _____ 2021 between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "County", JCA CONCESSIONS, LLC, 125 Alcovy Reserve Way, Covington, Georgia 30014 hereinafter referred to as "Contractor".

WHEREAS, the County desires to engage the services of Contractor to **provide concession services for Rockdale County at the Johnson Park Recreation Softball Building and Concession and concessions to Legion Fields** in conjunction with Rockdale County's Recreation programs; and

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1.

The Contractor shall provide **concessions to patrons attending events and tournaments at Johnson Park Recreation Softball Building and Concession**. The Contractor shall be responsible for providing all merchandise, supplies and personnel to provide the service as concessionaire at the concession stand during the time of an event or tournament. The concession stand shall open for operation thirty (30) minutes prior to the commencement of any event scheduled and shall remain open until the events have concluded. The Contractor and **Recreation Facilities Manager** shall schedule the services to correspond with said events.

2.

Rockdale County shall provide and maintain only County owned equipment located in the concession stand as of the date of this agreement for use during the term of this agreement. The Contractor may provide additional equipment at their discretion in order to deliver the services for which they are obligated pursuant to the terms of this agreement.

3.

The Contractor shall be responsible for the general appearance, maintenance, upkeep and regular cleaning of the concession stand and the immediate grounds in a neat and clean manner at their sole expense. "Immediate grounds" shall mean the area within a twenty (20) foot perimeter of each concession stand.

4.

The Contractor agrees that each concession stand required to be open hereunder shall have available during the period that it is open, a selection of soft drinks, water, candies, crackers and other similar snacks which shall be offered for sale at the suggested retail price thereof as applicable or otherwise in accordance with a price list competitive with concessions at similar events in the Rockdale County area. In no event or tournament shall The Contractor offer for sale or sell any tobacco products, alcoholic beverages or glass bottle drinks from any concession stand or permit the consumption of any alcoholic beverages on the immediate grounds.

5.

The Contractor shall have full responsibility for the purchase of all its inventory, supplies and related items including, but not limited to, paper cups, napkins, and similar products. Such items shall be purchased by The Contractor for The Contractor's own account and in no event shall The Contractor represent that they are an agent of or for Rockdale County. The Contractor shall inform all persons transacting business with that The Contractor is an independent contractor and not an agent of or for Rockdale County and that Rockdale County has no liability or responsibility for the purchases or conduct of The Contractor or its employees. Each concession stand shall contain a conspicuous sign identifying The Contractor as the operator.

6.

The Contractor hereby indemnifies and hold harmless Rockdale County, its agents, employees and all members of the Commission against all liabilities, penalties, damages, claims, expenses and judgments by reason of any debt or injury or claim of injury to persons or property of any nature arising out of use, occupation and control of the concession stand and the immediate grounds at any time during the term of this agreement. The Contractor shall at all times during the term of this agreement maintain at the Contractor's sole expense a policy or policies of general liability insurance and food liability insurance in the amount of not less than \$100,000.00 per person and \$300,000.00 per incident and will provide proof of insurance coverage at any time upon request by the County. The minimum amounts of said insurance in no way limit the Contractor aforesaid indemnification obligation.

7.

The Contractor shall employ all personnel necessary or desirable for the operation and maintenance of the concession stands as required under the terms of this agreement and shall be fully liable for the conduct of all such employees. Said employees and all persons who may be in any manner connected with the business or operation of the concession stands as provided hereunder shall at all times conduct themselves toward the patrons of the sporting events and or tournaments sponsored by Rockdale County courteously, and in a manner to promote the best interest of Rockdale County.

8.

The Contractor shall provide proof of maintenance of workers compensation insurance on its employees as required by Georgia Law, and the failure to do so shall constitute a default hereunder. The Contractor must provide at any time upon request by the County.

9.

The Contractor shall not, without the prior written consent of Rockdale County, either sell, assign, grant a security interest in, or transfer this agreement or sublease any portion of the concession stands, permit the same to be occupied in any manner by any person other than The Contractor and its employees.

10.

The Contractor shall abide by all Departmental Procedures and Rockdale Policies in effect during the term of this Agreement as promulgated by the Director of Recreation and Maintenance.

11.

Rockdale may, from time to time, request change in the scope of services to be performed by the Contractor hereunder. No such change, including and increase or decrease in the amount of compensation, which may be mutually agreed upon by and between Rockdale and the Contractor shall be effective and enforceable until and unless a written amendment or change to the order of this Agreement has been executed by both parties and attached hereto.

12.

As consideration for all rights and privileges granted hereunder, The Contractor shall pay to Rockdale County the sum of **twenty five (25%)** of the gross income after sales tax generated from the sale of all concessions by The Contractor during the term of this agreement to Rockdale County on the 30th day of every month during the term of this agreement. The Contractor shall provide to Rockdale County on a monthly basis a complete documented accounting regarding the sales and gross income. The Contractor shall provide any and all documentation and information in a financial certified quarterly report for the purpose of confirming the gross income generated from the sale of all concessions as provided by this agreement.

13.

Prior to the incurring of any expenses, the Contractor must submit the expense for approval, which must be issued in writing by the appropriate agent for the County.

14.

All services rendered hereunder will be performed by the Contractor or their employees or subcontractors. All personnel engaged in work by the Contractor shall be firmly qualified and shall be authorized and permitted under applicable state and local laws to perform such services

as shall the Contractor. Services governed by this Agreement shall not be transferred, assigned or subcontracted by the Contractor without prior written consent of the County.

15.

Contractor acknowledges that they are not an employee of the County and that said relationship between Contractor and the County can be severed at any time. Contractor acknowledges that they are an independent contractor with the County and consequently Contractor shall be responsible for the procurement of their own health, liability and worker's compensation insurance policies.

16.

In addition, Contractor shall be responsible for contributing payments for, as provided by law, all FICA, withholding and all other taxes, to the proper agencies of the United States and State of Georgia in connection with the compensation provided by the County in conjunction with the services rendered pursuant to the terms and conditions of this Agreement.

17.

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, the party terminating this Agreement shall provide fifteen (15) days written notice to the other party of the termination. Upon such termination, Contractor shall be entitled to collect only the outstanding fees incurred based upon the work completed as of the day of termination. In the event of termination, Contractor shall submit a final billing through the date of termination and if accepted by the County, payment shall be made within thirty (30) days of receipt thereof.

18.

This Agreement is effective _____, 2021 and shall continue until _____, 2021 unless terminated as provided in Section 17 of this Agreement. This contract has the option to renew for two (2) twelve-month periods, renewable each year.

19.

This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

20.

In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone

employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Agreement.

21.

This Agreement shall and does encompass the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

JCA CONCESSIONS, LLC

ROCKDALE COUNTY, GEORGIA

By: Melochy Day

By: _____
Osborn Nesbitt, Sr., Chairman

Attest:

Jennifer Rutledge, County Clerk

Approved as to form:

M. Qader A. Baig, County Attorney