



**Bureau-Grantor
Agreement Between the
Ohio Rehabilitation Services Commission
And
Cleveland Public Library**

THIS AGREEMENT is made and entered into effective this 1st day of September, 2013 by and between the Ohio Rehabilitation Services Commission/Bureau of Services for the Visually Impaired Business Enterprise Program (hereinafter "RSC/BSVI"), 400 E. Campus View Blvd., Columbus Ohio 43235 and The Board of Trustees of the Cleveland Public Library (hereinafter "Library" and/or CPL), 325 Superior Ave. Cleveland Ohio 44114

In consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

- 1.1 Library and RSC/BSVI hereby agree that RSC/BSVI, through its Business Enterprise Program (BEP) operator(s), will provide vending services as described in Article II of this Agreement. RSC/BSVI shall be solely responsible to assure that the services under this Agreement are performed. Library shall not hire, supervise, or pay any BE Program operator(s) performing services under this agreement during the term of this agreement, and no legal relationship is created pursuant to this agreement between Library and any individual BE operator. RSC/BSVI shall be responsible for providing appropriate and trained operator(s), materials, tools, equipment, and other supplies necessary to complete the work under this Agreement, except as may be otherwise stated within this Agreement. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 1.2 RSC/BSVI agrees to comply with all applicable federal, state, and local laws in performing services under this Agreement.
- 1.3 Library enters into this Agreement in reliance upon RSC/BSVI's representations that it has the necessary expertise and experience to perform its obligations hereunder, and RSC/BSVI warrants that it does possess the necessary expertise and experience.

ARTICLE II: SCOPE OF SERVICES

2.1 RSC/BSVI shall:

2.1.1 Assign an operator to provide vending services to the Cleveland Public Library. The vending services shall be provided in the employee lounge on the 9th floor of the Louis Stokes Wing located at 525 Superior Ave. Cleveland Ohio 44114, and at the employee lounge at the Library's Lakeshore facility located at 17133 Lakeshore Boulevard, Cleveland, Ohio.

2.1.2 Be responsible for the cleanliness and sanitation of all vending machines through the assigned operator.

2.1.3 Be responsible for the adequate servicing/restocking of the vending machines through the assigned operator.

2.1.4 Ensure that items sold through the vending machines are appropriate for the location and include healthy food choices as requested by the Library.

2.1.5 Provide repair and replacement of equipment that cannot be repaired service to vending equipment upon notification of the need in a timely manner. RSC/BSV is the owner of all vending equipment and acknowledges that CPL is not a bailee of its machines, equipment, and/or merchandise and that this Agreement does not constitute a contract of bailment.

2.1.6 Provide and maintain adequate liability insurance, a copy of which is to be provided to the Library in minimum amounts of \$1,000,000 per person, \$1,000,000 per occurrence. RSC/BSVI shall name the Cleveland Public Library, its officers and employees, as additional insureds on the liability insurance.

2.1.7 Ensure that the Library has contact information for the assigned operator

2.2 Library shall:

2.2.1 Grant RSC/BSVI exclusive vending rights on the 9th floor, Louis Stokes Wing and the Lakeshore Facility during the term of this Agreement, unless otherwise agreed by the parties.

2.2.2 Provide and maintain necessary electric, water utilities to support the use of the vending equipment.

2.2.3 Suggest items and foods to be offered by the assigned operator through the vending machine service.

ARTICLE III: TIME OF PERFORMANCE

3.1 The services as stated in Article II, Scope of Services, shall be commenced on September 1, 2013 and shall continue through August 30, 2014 and automatically renew each September 1st thereafter under the same terms and conditions, unless terminated in accordance with Article V of this Agreement. Any changes to the terms and conditions of this Agreement must be made in writing and executed by each party.

3.2 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (O.R.C.) Section 3517.13, O.R.C. Section 127.16, or O.R.C. Chapter 102.

ARTICLE IV: COMPENSATION

No compensation is required or provided for between the parties - Library and RSC/BSVI under this agreement. Compensation to vending operators is strictly derived from vending machine sales and consistent with the rules and regulations of RSC/BSVI BE program.

ARTICLE V: TERMINATION

Either party may terminate this agreement with thirty days written notice. Notwithstanding this provision, priority vending rights established by Ohio Revised Code 3304.33 and 3304.34, and Federal Statute 20 USC §107 would continue, to the extent applicable to the Library.

ARTICLE VI: NONDISCRIMINATION

RSC/BSVI agrees that neither it nor its vending operator(s) shall discriminate on account of race, color, religion, sex, age, disability, national origin, ancestry, veteran status, sexual orientation or gender identity.

ARTICLE VII: DRUG FREE WORKPLACE

RSC/BSVI agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its vending operators, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE VIII: ENTIRE AGREEMENT/WAIVER

- 8.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 8.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- 8.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE IX: NOTICES

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

ARTICLE X: HEADINGS

The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XI: SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

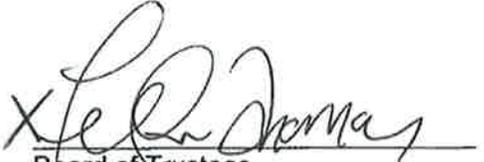
ARTICLE XII: CONTROLLING LAW

This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

ARTICLE XIII: EXECUTION

This Agreement is not binding upon the parties unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.


Board of Trustees
of the Cleveland
Public Library, by Felton Thomas, Jr.,
Executive Director, CEO

9/24/13
Date


Melinda Duncan, Director of BSVI
Ohio Rehabilitation Services
Commission

11-18-13
Date