

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to state's attorney approval, and authorize the chairman to sign.

Received as of November 9, 2021:

- Anthony Bachman—contract renewal to operate the Cass County Seat Café at the Cass County Courthouse

CASS COUNTY CAFETERIA CONTRACT

Anthony Bachman at 1516 14th Street South, Moorhead, Minnesota, hereafter known as the Lessee would like to enter into a contract agreement with the Cass County Government at 211 9th Street South, Fargo, North Dakota, hereafter known as the Lessor to run the cafeteria in the basement of the Cass County Courthouse.

This contract will start January 1, 2022 and will end December 31, 2022. The Lessee will have first rights to renew said contract as long as agreed upon by both parties.

Operating hours will be Monday through Friday, starting at 11:00 AM and will be open until 1:00 PM each day. The days closed will coincide with Cass County's days closed.

The Lessee will be responsible for staffing the cafeteria during open hours. They will be responsible for handling all monies, and keeping the cafeteria clean and up to health code rules.

The Lessor will be responsible for maintenance of equipment, the ansul system and making sure all items are up to code and inspections.

Anything that needs to be addressed will be directed to the Lessee owner and the Lessor main contact by phone or email. If any problems arise, a meeting time will be agreed upon and a plan of action will be taken to solve the incident. If a second meeting is required, a final plan of action would be agreed upon. If the Lessor does not feel the obligations are being met after said meetings, the Lessor would need to give a notice of thirty days for the Lessee to vacate premises. At the end of the contract, if Lessee does not feel like they would like to reinstate the contract, they also will need to give a thirty-day written notice before the end date to state they will not be renewing the contract.

Indemnification: Anthony Bachman agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Anthony Bachman's negligent acts, errors or omissions in the performance of the services under this agreement.

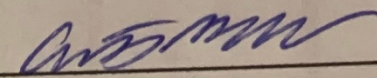
Insurance: Prior to commencing the work under this agreement, Anthony Bachman shall furnish the County with a Certificate of Insurance and at all times during the term of the agreement have and keep in force:

- A. Comprehensive General Liability
- B. Comprehensive Automobile Liability
- C. Workers' Compensation

The County shall be named an additional insured on the Comprehensive General Liability and Comprehensive Automobile. Coverage limits shall not be less than \$300,000 per person and \$1,000,000 per occurrence. Workers' Compensation insurance shall meet applicable statutory minimums. The certificate of insurance shall provide that the insurer shall notify the County immediately in the event of policy cancellation.

This contract expires on the 31st day of December 2022.

This contract was initiated on the 5 day of November, 2020.

First Party (Lessee): 

Print Name: Anthony Bachman

Second Party: (Lessor) Cass County Government

Print Name: Chad Peterson