

**Amendment to Bureau Grantor Agreement
Between
The Ohio Rehabilitation Services Commission
And
Lorain County Community College**

BE IT KNOWN, that the parties have agreed to the following amendment of the Agreement entered into between the Ohio Rehabilitation Services Commission, Bureau of Services for the Visually Impaired ("RSC" and/or "BSVI") and Lorain County Community College ("LCCC" and/or "College") for the period beginning May 1, 2008 and remaining in effect so long as the College holds responsibility for the properties covered by the agreement for the purpose of installing and maintaining vending machines at designated locations in the College and in accordance with ORC §3304.28 et. seq. and OAC §3304:1-21 et. seq. The agreed to amendment revises Article 3, Subsection 3.3, of the underlying agreement, concerning BSVI and College Responsibilities, which will now reflect the manner in which the commission is paid to the College.

THEREFORE, ARTICLE 3, Subsection 3.3, of the agreement is amended to read as follows:

3. BSVI and College Responsibilities

- 3.3 The College will consult with BSVI regarding any and all equipment or remodeling projects which directly affect BSVI property. The parties agree to consider alternate locations and equipment if deemed mutually beneficial. In addition, as stipulated in Section (125.13) of the Ohio Revised Code, BSVI may transfer the ownership of surplus or excess equipment to the College upon written approval of the College's representative. BSVI agrees to pay Lorain County Community College, through its assigned licensed blind operator, a 10% monthly commission of total gross sales less sales tax of all products for the duration of the contract. The checks for the College's commission shall be made payable to Lorain County Community College. Checks and itemized statements shall be forwarded to the College's designee no later than the 10th (tenth) day of each month for the previous month's sales. The College shall provide the name and address of their assigned designee to BSVI. Where applicable, the obligations of the State of Ohio and RSC/BSVI under this Agreement are contingent upon certification of the availability of funds as required by Section 126.07 of the Ohio Revised Code and to State Controlling Board approval, if applicable, under Section 127.16(b) of the Ohio Revised Code.

All other terms and provisions of said Agreement, as well as any prior amendments not otherwise affected by this amendment, shall remain in full force and effect as written.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Lorain County Community College

Ohio Rehabilitation Services Commission

By: Q. D. Potter

By: Kevin L. Miller

Name: Quantin D. Potter

Name: Kevin L. Miller

Title: VP/Treasurer

Title: Executive Director

Date: 8.24.12

Date: 9/5/12

For RSC Use Only

	Agreement #	Fiscal	Legal	DB	GOS	AAPV	STD AR&DSC	MBE EDGE	DMA	Term	PO#
Initials		MP	HS	DSC	7/30						
Date		6/22/12	7/13/12	6/20/12	7/14/12						
Funding Source: <input type="checkbox"/> GRF <input type="checkbox"/> Fed. <input type="checkbox"/> Other (Please Specify):											

Rev. 5/12/2011

426

**BUREAU GRANTOR AGREEMENT
(BSVI AND LORAIN COUNTY COMMUNITY COLLEGE)**

TERMS AND CONDITIONS

AGREEMENT is made this the 1st day of May, 2008 by and between Lorain County Community College (hereinafter referred to as "College") and Ohio Rehabilitation Services Commission, Bureau of Services for the Visually Impaired (hereinafter referred to as "BSVI").

In consideration of the mutual promises and covenants contained in this document and as attached to and part of the Bureau Grantor Agreement, the College and BSVI agree as follows:

1. TERM OF AGREEMENT

The term of this agreement shall comply with ORC Chapter 3304. Unless otherwise terminated as provided within, this agreement shall remain in effect so long as the College holds responsibility for the properties covered by this agreement. It is understood that BSVI will replace, in a reasonable period of time, and to the extent allowed by law any facility licensee not suited to carry on business as per Chapter 3304 Of the Ohio Administrative Code and the Ohio Revised Code. Either party may terminate this agreement by giving thirty (30) days written notice of such intent. Within thirty (30) days after termination of the agreement BSVI will remove items that are BSVI owned and related to the facility which are not considered to be fixtures of the property.

2. TERMS AND CONDITIONS OF AGREEMENT

BSVI agrees to install and maintain those types of machines (Hereinafter referred to as "machines") at designated locations (Hereinafter referred to as (" Vending Areas")) in the College premises on and listed in the Bureau Grantor Agreement and any other locations or service as mutually determined suitable sites by BSVI, and shall be attached to and made part of the Bureau Grantor Agreement.

2.1 BSVI shall have the right to request locations for its machines: however, it is agreed that the amount of space, number of machines, and location of such machines shall be mutually agreed to and made a part of this agreement when presented in writing and shall be determined by the College's representative or his/her designee and BSVI in accordance with ORC Chapter 3304, at all times during the term of this agreement, after taking into account such factors as pedestrian traffic, security, location of utility, ease of performing maintenance service to the students, etc. If any machines are found to be unprofitable, the parties agree to negotiate changing the location of or removing said machines. If any machine is to be relocated or removed, it shall be relocated or removed at the expense of BSVI.

2.2 The college shall provide electrical outlets if required, for all machines; however, the Institution shall incur no liability for interruption to this electrical service. If the College undertakes repairs and renovations at or near machine locations, these repairs shall be made with as little disruption as possible to the vending business.

2.3 BSVI requests a space(s) totaling the square footage in a 10 foot by 20 foot room or 200 square feet. This storage area will be utilized by BSVI to house food products for the vending service. BSVI will equip the room with any and all equipment deemed necessary to carry out the terms of this contract. BSVI further agrees not to alter the room without the written consent of the College.

3. BSVI AND COLLEGE RESPONSIBILITIES

BSVI agrees that the commodities and products vended shall be fresh and of the best quality. The prices at which BSVI shall offer such items shall be fair and competitive with prices at which similar items are sold.

3.1 BSVI shall comply with pricing as specified above and additions to changes in product or prices will be determined by BSVI. All price changes shall be submitted in writing to the College Representative in charge of this agreement or his/her designee at least thirty (30) days before implementation. All written requests will be responded to by the College within fifteen (15) calendar days from delivery of such notification to acknowledge receipt of changes and effective date.

- 3.2 All machines installed on the College's premises by BSVI, all items and money contained in them, shall remain the property of BSVI. The College shall not have responsibility for, and BSVI specifically releases the College from, any and all claims and liability arising out of any damage or loss to the machines, that items contained in them and the sales proceeds due to spoilage, fire, vandalism, theft, or any other cause whatsoever except in the case of gross negligence on the College's part and as allowed under the statues and laws.
- 3.3 The College will consult with BSVI regarding any and all equipment or remodeling projects which directly affect BSVI property. The parties agree to consider alternative locations and equipment if deemed mutually beneficial. In addition, as stipulated in Section (125.13) of the Ohio Revised Code, BSVI may transfer the ownership of surplus or excess equipment to the College upon written approval of the College's representative. BSVI is prepared to provide an amount up to 10% of gross sales minus sales taxes for such projects based on previous Federal Fiscal Year sales on or about October 20th of each year. The amount shall be available for use by the College during the next Federal Fiscal Year for use in enhancing the overall food service operation at the College. The College shall provide invoices to BSVI detailing what these funds were used for so that BSVI can reimburse the College. The obligations of the State of Ohio and RSC under this agreement are contingent upon certification of the availability of funds as required by Section 126.07 of the Ohio Revised Code and to State Controlling Board approval, if applicable under Section 127.16(b) of the Ohio Revised Code.
- 3.4 It is understood that the College may select an exclusive beverage vendor for the College by way of a separate agreement, but any such vendor agreement must accommodate the substance of this agreement between the College and BSVI and assure no financial impact or loss to BSVI.
- 3.5 BSVI shall be solely responsible for maintaining conditions of good sanitation and cleanliness in connection with its machine operations on the College's premises and shall perform, at its sole expense, all maintenance, repair, and cleaning service necessary to maintain BSVI machines in a sanitary state and in good working condition. All seating areas, trash receptacles, and College property will remain under the control of the College and be maintained by the College. BSVI shall remove daily, any refuse caused by stocking and maintenance of the machines and in the circumstance of BSVI's failure to do so, BSVI agrees to pay the College all costs, charges, and expenses for such removal, after the College provides actual documented costs including invoices and other related documentation.

3.6 The College agrees that the agents, employees, and representatives of BSVI shall have access to College controlled areas, where machines are located, during reasonable business hours for the purpose of inspecting, maintaining, and servicing the machines. The College shall provide access to College controlled areas where machines are not located for the purpose of planning additional machine service to the College as long as it is mutually agreed to review such areas by the College and BSVI in accordance with ORC Chapter 3304.

3.7 BSVI shall to the extent allowed by law, defend, indemnify, and save harmless the College, its officers, employees, and agents, from any and all claims, liability, losses and causes which may arise out of the performance by BSVI, employees, or agents, of the work that this contract documents.

For:
The Bureau Of Service
for the Visually Impaired

Lorain County Community College

Nancy Henry
Name

D. J. ...
Name

Director BSVI
Title

Treasurer
Title

8/4/08
Date

7/15/08
Date

RECEIVED

JUL 18 2008

**CLEVEMETRO
BVR/BSVI**



Lorain County
Community College

Office of the Vice President
for Administrative Services/Treasurer

July 16, 2008

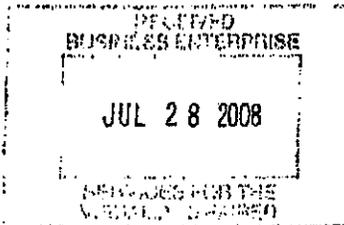
David Belcher, Business Enterprise Specialist
Bureau of Services for the Visually Impaired
113 St. Clair Ave., 6th Floor
Cleveland, Ohio 44114

Dear Mr. Belcher,

Enclosed are two contracts for the vending food services between Lorain County Community College and the Ohio Rehabilitation Services Commission, Bureau of Services for the Visually Impaired. Please sign both originals and return one to our office. Thank you.

Sincerely,

Annalisa Longo
Executive Assistant



RECEIVED

JUL 18 2008

**CLEVEMETRO
BVR/BSVI**