



## MEMORANDUM

FROM: K.C. Williams  
TO: Angelie Shankle  
DATE: 3 January 2018  
RE: Budget Amendment – Rotary Catering Contract

Angelie,

In August of 2017, the library entered into a formal contract to provide catering services for the Rotary Club of Maryville 1 July 2017 (services started) and running through 30 June 2018. This budget amendment request is to adjust both the library café budget and library café revenues by \$7000.00 to cover costs associated with providing catering services balanced by the same amount in revenues. All additional revenues will be applied towards the original library revenues projected for 2017-18.

Attached to this request please find a copy of the signed contract. Please let me know if you have any additional questions or need any additional information.

Kindest regards,

A handwritten signature in black ink, appearing to read "K.C. Williams", is written above the typed name.

K.C. Williams, Library Director

**Blount County Government  
Budget Amendment Request**

FY 17-18

Department: 115  
Account: 056900

**Type of Amendment: (check one)**

- Transfer** (no overall change to adopted budget)
- Decrease** (reducing adopted budget due to unforeseen effect on "revenue" or "expense")
- Increase** (raising adopted budget due to unforeseen effect on "revenue" or "expense")
- Adjustment** (correction to adopted budget due to "grant award" or "budgetary adjustment")

**\*\*\*IF an Increase or Decrease, a memo explaining the need or purpose MUST accompany amendment form\*\*\***

	Account Number	Description	Amount
TO	115-056900-500422-0	Food Supplies	7,000.00
TOTAL			7,000.00

	Account Number	Description	Amount
FROM	115-449908	Other Local Revenues - Cafe'	7,000.00
TOTAL			7,000.00

Explanation: move to cover catering expenses for rest of fiscal year

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1/3/18



Signature of Official/Department Head/Date

Signature of County Mayor/Date

\*All requests requiring committee approval are due to Sr. Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

## CONTRACT

The parties, Blount County Public Library ("BCPL") and the Rotary Club of Maryville ("RCM"), Tennessee, are entering into a contract. The BCPL is a library owned and operated by Blount County. The Rotary Club of Maryville is a chapter of Rotary. The intent of the contract is to provide a weekly luncheon for meetings of the RCM.

## DEFINITIONS

Unless stated otherwise herein, definitions shall be those utilized in the most recent edition of Black's Law Dictionary. If a term is not within the most recent edition of Black's Law Dictionary the most recent edition of the Oxford English Dictionary shall govern.

1-Acts of God shall include, but not be limited to, severe and/or destructive weather, severe earthquake damage, fire, flood, famine, pestilence, strikes, war events making performance impractical or impossible, disease of food crops preventing performance, rebellion, severe damage to the BCPL or roads leading to BCPL, and legally mandated rationing.

2- Bookmark Café shall mean the current café or food dispensary in the BCPL. The name/definition derives from the café name in operation as of 5/17/2017.

3-Notifying shall include e-mail, written, or texted communication.

## TERM OF AGREEMENT

1- This agreement shall remain in effect from 30 June 2018.

## NOTIFICATION

- 1- In the event that RCM needs to cancel a luncheon there must be at minimal 3 business days' notification to BCPL.
- 2- RCM shall notify BCPL of any known allergies that its members may make known to RCM so that BCPL may avoid foods with such allergens or prepare an alternative meal for members with allergy issues.
- 3- Notifications to RCM may be given by e-mail, letter, or text message to one or more of the RCM members, preferably the officially or unofficially recognized leader of the group. Such contact information shall be provided to BCPL as early as possible.

- 4- Should BCPL close unexpectedly BCPL shall provide notice to RCM.
- 5- Notifications to BCPL shall be to 865-599-9260. This is the telephone number for Ms. K.C. Williams.
- 6- This agreement shall be terminable by either party with thirty days' notice.

## TERMS

### *Food Preparation and first weeks*

- 1- For the first (5) five weeks of RCM luncheons BCLP promises to prepare twenty (20) meals for the RCM luncheons. The purpose of doing so shall be to ensure enough food until RCM attendance stabilizes. Should RCM need more than (20) twenty meals per luncheon during the first five weeks RCM shall provide two days or more notice to BCLP.
- 2- After the first five weeks, BCPL may increase or decrease the number of meals prepared to meet expected levels of RCM luncheon attendance.
- 3- The food shall be served at 12:00 PM (Noon) on Wednesday weekly or a mutually agreed upon time.
- 4- The meals BCPL provides to RCM shall be based upon the quote document from BCPL. The quote document contains sample offerings for each of the options. A complete list will be provided and the club may select which offerings occur in the rotation. Meals will be served in a buffet style to allow for customization of food choices for attendees. Set up will include table cloths, dishware and silverware, sandwich condiments, cream and sugar for coffee.
- 5- BCPL shall be allowed to serve hot or cold food and beverage items at its sole discretion.
- 6- BCPL reserves the right to sell leftover food and beverage in the Bookmark Café located in BCPL for the purposes of preventing food wastage.

### *Payment related issues*

- 1- RCM promises to pay \$15.00 per person who is to receive a meal from BCPL. This may be provided in cash, check, or credit card form. This will be due on the fifth day of each month for the prior month's luncheon(s). For each bounced check RCM shall pay a \$25.00 charge to BCPL.
- 2- BCPL promises to provide one meal to RCM for each payment of \$15.00 received from RCM.

### *Responsibilities of RCM*

- 1- RCM agrees to follow all BCPL rules, policies, and regulations while on BCPL property. A copy of such rules, polices, and regulations may be found at <http://www.blountlibrary.org/wordpress/wp-content/uploads/2011/07/Rules-of-Conduct.pdf>

- 2- RCM agrees to keep luncheon area clean during and after luncheon. This includes, but is not limited to, reasonable attempts to avoid spillage of food and beverages on library floors, cleaning up spillage of food and beverages on library floors, placing trash and recyclable materials in the appropriate containers, and notifying library staff of messes found at luncheon site.
- 3- In the event of stains or damage on carpet, floor, walls, or library property caused by the luncheon RCM shall be responsible for removing stains or otherwise repairing damage caused by RCM.

#### *Miscellaneous*

- 1- Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- 2- Acts of God. In the event of Acts of God preventing luncheons or the preparation of food and/or beverages neither party will be obligated to fulfill their obligations further under this agreement until and/or if such Acts of God are no longer in occurrence.
- 3- RCM agrees to hold BCPL harmless and indemnify BCPL against claims and actions directly arising from the luncheons relating to negligence on the part of RCM and its agents, employees, and volunteers. This shall only be insofar as is consistent with clause 7 of this part of the contract.
- 4- BCPL agrees to hold RCM harmless and indemnify RCM against claims and actions arising directly from the luncheons relating to negligence of the part of BCPL and its agents, employees, volunteers, and members. This shall only be insofar as is consistent with clause 7 of this part of the contract. RCM should note, however, that this clause may be unenforceable. Under Tennessee Law, a governmental entity may not hold harmless and/or indemnify another party.
- 5- If BCPL or RCM are acquired by another organization or evolve into a different organization their successors shall become responsible for fulfilling the terms of this agreement.
- 6- Governing Law and Venue. Any contract awarded or agreement entered into shall be governed and interpreted pursuant to the laws of the State of Tennessee, without regard to conflict of law principles. Such contract shall govern the construction, interpretation, and performance of any such contract or agreement. Further, any and all legal proceedings or litigation arising out of or in conjunction with any such contract or agreement reached, shall have venue in Blount County Tennessee. The parties agree to the jurisdiction of the Blount County, Tennessee, courts.
- 7- Indemnification and Insurance. Any and all obligation of Blount County to provide indemnification is subject to the limits of liability set forth in the Tennessee Government Tort Liability Act found at T.C.A. §29-20-101 et seq. and Blount County's obligation to provide indemnification is limited to the limits of liability set forth for a governmental entity under said Act.
- 8- Non-Waiver Clause. One or both parties not enforcing one or more parts of this agreement in any instance(s) of violation(s) of this agreement shall not preclude the party or parties enforcing any or all parts of this agreement.

K.C. Williams

BCPL Representative/Agent (K.C. Williams)

9 August 2017

Date

Christine Clanton

RCM Representative/Agent

8/9/2017

Date

[Signature]

Approved as to form, Craig Garrett

9/11/17

Date

K. Kerr

Katie Kerr, Blount County Purchasing Agent

9/13/2017

Date