

RESOLUTION NO. 1308

**A RESOLUTION APPROVING A FOOD CONCESSIONAIRE AGREEMENT WITH REYNOLDS LITTLE LEAGUE**

WHEREAS, there is an apparent need to provide food, beverages and other items to persons using Columbia Park, and

WHEREAS, Troutdale desires to grant a concession business within the park to meet this need, and

WHEREAS, Reynolds Little League desires to provide concession services to meet this need;

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE THAT:**

The attached food concessionaire agreement between the City of Troutdale and Reynolds Little League is hereby approved and the Mayor is authorized to sign said agreement on behalf of the City.


**ADOPTED BY THE COUNCIL OF THE CITY OF TROUTDALE ON THIS 8  
DAY OF APRIL, 1997.**

YEAS: 6  
NAYS: 0  
ABSTAINED: 0

  
Paul Thaler, Mayor

Dated: 4-10-97

ATTEST:

  
George Martinez, City Recorder  
Adopted: 4-8-97

## FOOD CONCESSIONAIRE AGREEMENT

THIS AGREEMENT, made this 8 day of APRIL, 1997, between THE CITY OF TROUTDALE, a municipal corporation of the State of Oregon, hereinafter referred to as "Troutdale" and Reynolds Little League, hereinafter referred to as "Concessionaire".

### WITNESSETH:

WHEREAS, there is an apparent need to provide food, beverages and other items to persons using Columbia Park, and

WHEREAS, Troutdale desires to grant a concession business within the park to meet this need, and

WHEREAS, Concessionaire desires to provide concession services to meet this need, and

WHEREAS, Concessionaire has applied to the City of Troutdale to operate a concession within Columbia Park and the City Council has agreed to grant such;

### NOW, THEREFORE, IT IS AGREED:

1. **TERM:** This agreement shall commence and be effective April 9, 1997 and shall continue until and through September 30, 1997, unless sooner terminated under the terms of this agreement. An extension through October is possible and dependant upon weather and attendance.
2. **SCOPE OF CONCESSION:** The Concessionaire is hereby granted the exclusive right to operate a food and non-alcoholic beverage concession within Columbia Park. Subject to the terms of this agreement the Concessionaire shall have the right to sell food, non-alcoholic beverages and other items as listed in "Attachment A".
3. **TIME AND PLACE OF OPERATION:** Within Columbia Park the Concessionaire shall have the right to use the concession kitchen located in the Columbia Park building. The Concessionaire shall be open for business no sooner than 8:00 a.m. and shall close no later than 9:00 p.m. Location of mobile outdoor barbecue for special events shall be approved on site by the Troutdale Parks Superintendent.
4. **CONCESSION FEE:** The Concessionaire shall pay the City of Troutdale for the rights and privileges extended under this agreement. The fee shall be 12% of the gross sales. Concessionaire shall forward monthly, a check for 12% of the preceding monthly

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period's concession receipts to the City of Troutdale Finance Department. The concession fee shall be due and payable within five calendar days after the close of the preceding monthly period. Cash register receipts shall be attached to the payment with a daily breakdown.

5. **LICENSES:** The Concessionaire shall obtain all necessary licenses, permits and certificates required for the business to be operated and shall comply with all laws and ordinances pertaining thereto. In the event the Concessionaire fails to maintain any licenses, permits or certificates required to do business, the City of Troutdale may terminate this agreement immediately upon written notice. Concessionaire shall accommodate County Health inspections.
6. **OTHER CONCESSIONAIRES:** No other concessionaires shall be granted a food and beverage concession within Columbia Park during the term of this agreement. However, the City may from time to time authorize the operation of a concession or food sales by a nonprofit organization in conjunction with special fund raising events sponsored by such organizations or it may authorize any concession or food sales operated in conjunction with scheduled community events held within the park.
7. **PARK FACILITIES:** The City shall provide access to the Columbia Park buildings' concession kitchen room. A three (3) bin sink and counters are located in the room. Any changes to the building, electrical or mechanical components shall be by approval from the Parks Superintendent. Concessionaire shall be responsible for obtaining any required building permits. Fees associated with such permits shall be paid by City.
8. **CONCESSIONAIRE'S EQUIPMENT:** The Concessionaire shall be required to furnish food service equipment. The equipment must be approved by the Parks Superintendent as to suitability. All such fixtures or equipment shall be clean and neat in appearance and shall be painted or decorated in a fashion which is compatible and suitable to the kitchen environment. The Concessionaire shall bear all risk of loss or damage to this equipment and shall have the affirmative duty under this agreement to provide for the security and safekeeping of such equipment. See Attachment "B" for approved equipment list.
9. **UTILITIES:** The Concessionaire shall not be permitted to operate a portable or self-contained electric generator. The Concessionaire shall provide or pay for 30% of gas and electric utilities during months of operation. The City will provide a monthly utility statement setting forth the amount due from concessionaire. The billings are based on meter readings at the premises for electricity and gas. The amount billed shall be due and payable within ten (10) calendar days following the invoice billing date.
10. **SANITATION AND CLEAN UP:** The Concessionaire shall provide proper containers for trash, garbage and recyclable materials and shall keep the premises free and clear of rubbish, debris and litter at all times. It is mutually agreed that a substantial portion of

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the consideration for the granting of this concession is the maintenance of the premises in a clean and presentable condition at all times. The grease trap located below the sink shall be maintained by the Concessionaire. Requirements of Multnomah County Health Department codes for sterilization will be strictly followed. Outside tables will be wiped down. Refrigeration/freezer shall be cleaned weekly. Litter shall be picked up daily around the ballpark and parking lot. Restrooms will be checked for cleanliness a minimum of three times per day on weekends. Failure to observe the foregoing conditions and requirements shall constitute cause for cancellation of this concession agreement by the City of Troutdale. The City of Troutdale may charge for the costs of special clean up necessary should the Concessionaire fail to reasonably perform. See Attachment C for Standard Maintenance Management procedures. The 12% stipulated in paragraph four of this agreement represents a 3% reduction of the gross sale fee in exchange for restroom coverage. Lack of performance as described in the standard maintenance procedure is subject to loss of the reduction.

11. **ASSIGNABILITY:** This agreement may not be transferred or assigned without the prior written consent of the City of Troutdale. An administrative fee of \$200.00 will be charged for such transfer. Failure to comply with this provision will result in termination of the agreement.
12. **CANCELLATION:** The City of Troutdale reserves the right to cancel this agreement at any time for good cause or if the service proves unsatisfactory. Good cause for cancellation shall be found to exist in the event any of the terms and conditions of this agreement are violated by the Concessionaire. In addition, the City of Troutdale through the Parks Superintendent may cancel this agreement if such conditions exist which are harmful to the health, welfare and safety of the general public or in the event the Concessionaire, its agents or employees fail to conduct the concession in a fashion deemed to be fit and proper in the sole opinion of the Parks Superintendent.
13. **SIGNS:** No sign shall be constructed, erected, installed or placed for purposes of advertising the business or its products without first being reviewed and approved by the Community Development Director for compliance to the City of Troutdale sign code.
14. **VENDING:** Vending will be permitted only at the discretion of and subject to regulation and control by the City of Troutdale.
15. **PRODUCTS:** Products the Concessionaire is allowed to sell are listed in Attachment A. Any products in addition to those listed in Attachment A to be sold by the Concessionaire must be approved by the Parks Superintendent.
16. **INSURANCE (PUBLIC AND PRODUCT LIABILITY):** The Concessionaire agrees to maintain such public liability and property damage insurance, including products liability, as will protect the Concessionaire and the City of Troutdale from any and all claims for

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damage or bodily injury, including death, which may arise from operation under this agreement or in connection therewith, including all operations of subcontractors. Such insurance shall provide coverage of not less than \$300,000 for bodily injury, or death, for a single claimant per occurrence, \$500,000 for property damage for any number of multiple claimants per occurrence, or a single limit policy of not less than \$500,000 per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insureds the City of Troutdale, its officers and employees and shall further provide that said policy shall not terminate or be canceled prior to the completion of this agreement without thirty (30) days prior written notice to the City Administrator of Troutdale. Certificates evidencing such insurance shall be filed with the City of Troutdale and shall be subject to the approval of the City Attorney of Troutdale as to the adequacy of protection to the City of Troutdale. Notwithstanding the naming of additional insureds, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each but nothing herein shall operate to increase the insurer's liability as set out elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.


17. **HOLD HARMLESS:** The Concessionaire agrees to and shall indemnify and hold the City of Troutdale harmless against any and all claims and demands arising from the negligence of the Concessionaire's failure to comply with any covenant of this concessionaire agreement on its part to be performed and shall at its own expense defend the City of Troutdale against any and all suits or actions arising out of such negligence, actual or alleged, all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the City of Troutdale in any such suit action.
18. **TERMINATION:** In the event that the Concessionaire shall fail to comply with any of the terms and conditions of this agreement, the City of Troutdale reserves the right to terminate immediately the agreement by mailing written notice of the breach to the Concessionaire, addressed to the Concessionaire's last address on file with the City Recorder. The Concessionaire shall have seven (7) days after receiving such notice to vacate the premises. If the Concessionaire voluntarily terminates the agreement or if the agreement is terminated by the City of Troutdale for any cause, the Concessionaire shall forfeit all amounts paid to the City of Troutdale.
19. **AUTHORITY OF THE PARKS SUPERINTENDENT:** The Troutdale Parks Superintendent shall have the authority to act in behalf of the City of Troutdale to do all

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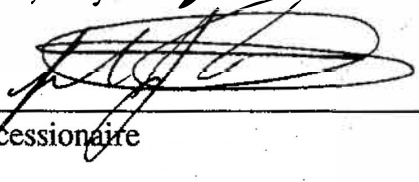
things required to be done by the City of Troutdale herein and to enforce the provisions hereof by the City of Troutdale.

20. INTERNAL CONTROL PROCEDURES: In order to safeguard assets, the Concessionaire agrees to follow the internal control procedures outlined in Attachment D.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by the signatures of their authorized agents below.

  
\_\_\_\_\_  
Mayor, City of Troutdale

4/10/97  
Date

  
\_\_\_\_\_  
Concessionaire

4/11/97  
Date

Attachment "A" List

Foods/Price

Hot Dogs  
Polish Dogs  
Pizza Slice  
Pizza Whole  
Chips w/cheese  
Chili  
Chips  
Candy  
Nuts  
Fresh Fruit  
Granola Bars  
Meat Snacks  
Cotton Candy  
Soda Pop  
Coffee  
Tea  
Cocoa  
Bottled Water  
Flavored Water  
Juices  
Sports Drink  
Ice Cream Products  
Yogurt Products  
Pop Corn  
Snow Cones  
Cappuccino Mix

Special Events

Hamburgers

Attachment "B" List

Facilities & Equipment

Install

Hot Cooker  
Popcorn Maker  
Snow Cone Machine  
Dishwasher  
Microwave Oven  
Hot Plate  
Coffee Maker  
Pizza Ovens  
Refrigerator/Freezer  
Nacho Cheese Warmer  
Ice Maker  
Cash Register  
Soda Dispenser

Cabinets  
Shelving for displaying items

Attachment "C"

COLUMBIA PARK RESTROOMS

MAINTENANCE MANAGEMENT PROGRAM

Objective:

- Functional, Clean, Safe

Description:

- Restrooms will be inspected a minimum of three times daily. Once at opening, once mid-day and final near end of work day.
- Opening inspection will include a complete cleaning. This will include, but not be limited to; floors swept of debris, waste cans emptied, paper products and soap restocked, toilets, sinks, and urinal cleaned inside and outside. Stall divider and doors wiped down. Floors and wall areas adjacent to toilets and urinal mopped. Mid-day and end of day inspections will require clean-up and restocking as needed.
- Vandalism of restrooms will be attended to immediately. Vandalism that cannot be responded to immediately will be corrected within 24 hours.
- Fixtures damaged will be taken out of service until repairs or replacement is complete.
- Damage to restroom that result in unsafe or unsanitary conditions will require closure of the restroom until repairs are complete.
- Restroom doors will lock and unlock automatically via a timer and magnetic locks.
- Opening time 8:00 am, closing time is dusk. Timer will be set to current sunset time once a week. Sensors installed in the restrooms above doors will allow exit if timed door lock engages.
- Equipment/Tools required: Mop, broom, dust pan, mop bucket, hose nozzle, garbage can, gloves, toilet brush, sponge, squeegee, 5 gallon bucket. These items are stored in the storage room. Limited entry is via security key assignment.
- Materials: Disinfectant and cleaners, graffiti remover, paper and soap stock, latex gloves.
- If any vandalism or drug paraphernalia is found, call Troutdale Police for report (230-2121).
- Needles shall be placed in a five gallon bucket and transported to police station Sharp's container.

## Attachment "D"

### INTERNAL CONTROL PROCEDURE

1. The use of a electronic cash register which will produce daily receipts.
2. The Concession Director will collect daily receipts and transfer onto daily log sheets.
3. The daily log sheet will be submitted with a check for 12% which will show the daily total for concession sales for the preceding month. The Concession Director shall make bank deposits. Receipts shall be reconciled daily and deposits shall be made not less than three times per week.
4. At the end of the month the Treasurer, President, Vice-President, and Concession Director will verify all receipts and totals and write a check for 12% of those monthly totals. This check will be sent certified mail along with a copy of the ledger with daily totals and copies of cash register receipts.
5. The cash register will be allocated \$25 for making change and will be counted at the beginning and end of each business day.
6. All people handling monies are covered by the insurance company that is listed below in #1.

### Procedures To Protect Against Fraud

1. All board members are covered by C & A Insurance against fraud, theft, and loss of any monies.
2. All checks are signed by two (2) Board Members: Treasurer & Vice-President.
3. Check signers are not allowed to make any deposits. Deposits are made daily by either President or Concession Director.
4. All bank statements go directly to League Post Office Box. The President reviews the statement then gives to the Treasurer.
5. A bi-weekly Treasurer's report is given at the monthly and/or biweekly board meetings that includes all checks written, all withdrawals, and deposits made for that bi-weekly or month period. This keeps all 20 Board Members current on all League financial transactions.