

RESOLUTION NO. 610

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE ATTACHED AGREEMENT FOR A CONCESSION VENDOR IN MEMORIAL PARK ON BEHALF OF THE CITY OF WILSONVILLE.

WHEREAS, the Vendor is desirous of operating a concession facility in Memorial Park from May 5th through September 30, 1987, for a fee of \$500.00; and

WHEREAS, having reviewed this matter at an open and regular meeting of the City Council on May 4, 1987, the Council finds the proposal to be in the general public interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilsonville authorizes Mayor William E. Stark to enter into the attached agreement with said vendor for concession service.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 4th day of May, 1987, and filed with

the Wilsonville City Recorder this same date.

William E Stark

WILLIAM E. STARK, Mayor

ATTEST:

Vera A. Rojas

VERA A. ROJAS, City Recorder

Summary of Votes:

Mayor Stark	<u>Aye</u>
Councilor Gardiner	<u>Aye</u>
Councilor Clarke	<u>Aye</u>
Councilor Edwards	<u>Aye</u>
Councilor Stokes	<u>Absent</u>

AGREEMENT FOR CONCESSIONS VENDOR  
IN MEMORIAL PARK

THIS AGREEMENT, entered into between Hannah Stannard (hereinafter referred to as VENDOR), and the CITY OF WILSONVILLE (hereinafter referred to as the CITY), is for the purpose of authorizing the above named person to operate a concession stand in Memorial Park, Wilsonville, Oregon, under the following terms:

WITNESSETH:

WHEREAS, the VENDOR is desirous of operating a concession facility in Memorial Park from May 5th through September 30th, 1987; and

WHEREAS, having reviewed this matter at an open and regular meeting of the City Council on Monday, May 4, 1987, the Council finds the proposal to be in the general public interest.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The terms of this agreement shall be in effect from May 5th through September 30th, 1987.
2. Primary service hours will be from 11:00 a.m. to 1:00 p.m. and 5:00 p.m. to 10:00 p.m., weekdays, with negotiable weekend hours depending on park functions and activities.
3. The VENDOR shall be authorized exclusive rights to operate a concession stand in Memorial Park, (save and except for such time(s) as may be set aside for city sponsored community events.)
  - A. The term of the concession rights shall extend from May 5th through September 30th, 1987.
  - B. VENDOR shall sell concessions from a private facility owned, operated, and maintained by the VENDOR and properly licensed for said use. Any electrical power or utility connections to said facility shall be installed at the sole expense of VENDOR, in accordance with state and city regulations. Any portable facility used by the above VENDOR shall be removed from the park on a daily basis.
  - C. There shall be no alcoholic liquors sold under the terms of this Agreement. The city reserves the right to approve, under separate action, vendor's or others' applications for temporary wine and beer permits in accordance with Oregon Liquor Control Commission regulations.

- D. VENDOR shall pay to the CITY a park rental space fee of \$500.00, to operate a concession stand, payable to the city on May 5, 1987.
  - E. VENDOR shall further provide the CITY with an accounting summary of the concession operations at the end of the contract's term, and provide monthly updates to the Parks and Recreation Director.
5. Insurance/Permits: VENDOR shall indemnify and hold the CITY harmless for any personal injuries and/or property damages arising out of, directly or indirectly, the sale of concessions, including but not limited to, any claim based on strict liability for food poisoning, or from damages which may occur to the concession facilities. Proof of said insurance, in an amount satisfactory to the CITY, and naming the CITY as a third party covered, shall be provided to the CITY and maintained on record in the Parks and Recreation Department. VENDOR must meet all Clackamas County health standards and requirements.
6. Conformance with Requirements of Law: VENDOR agrees that she is an independent contractor and agrees that she will conform to all legal requirements for Worker's Compensation, state and federal tax withholding, social security withholding, or other state or federal requirements relating to the employment of individuals and in all cases will hold the CITY harmless for any claims, suits, or other actions resulting from the employment of individuals to perform any services as a result of this Agreement.
7. Amendments and Termination: This Agreement may be amended only by the mutual written concurrence of both parties.

Agreement may only be terminated by either the CITY or the VENDOR upon fifteen (15) days written notice to the other party. In the event of termination of the Agreement, both parties shall make full and prompt payment to the other party of any financial obligation incurred under the provisions of this Agreement.

THIS AGREEMENT is entered into between the parties this 4th  
day of May, 1987.

Hannah Stannard

By Hannah Stannard  
Vendor

STATE OF OREGON            )  
  ) ss  
COUNTY OF CLACKAMAS )

Personally appeared HANNAH STANNARD, who being  
duly sworn, did say that she is authorized to enter into the above Agreement on behalf of  
the vendor and acknowledged said Agreement to be her voluntary act and deed.

Vera A. Rojas  
Notary Public for Oregon

My Commission Expires: 8/23/89

CITY OF WILSONVILLE  
By William E. Stark  
William E. Stark, Mayor

STATE OF OREGON            )  
  ) ss  
COUNTY OF CLACKAMAS )

Personally appears William E. Stark, who, being duly sworn, did say that he is  
the Mayor of the City of Wilsonville, and acknowledged said instrument to be its voluntary  
act and deed.

Vera A. Rojas  
Notary Public for Oregon

My Commission Expires: 8/23/89