

**Contract Title: Orchard Point Concessionaire Services**

This Contract is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), and [Enter Contractor's legal name] ("Contractor"), referred to collectively in this Contract as "the parties". County and Contractor agree as follows:

**1. STATEMENT OF WORK**

**1.1** Contractor will perform concessionaire services for County at those County Parks specified in this Contract, in accordance with the requirements of this Contract.

**1.2** Contractor's Work is further described in Exhibits C through E.

**2. CONTRACT DOCUMENTS**

**2.1 The Contract.** The Contract consists of this document and all exhibits listed below, which are incorporated into this Contract as referenced here. In the event of a conflict between the requirements of this document and any Exhibit, the requirements in this document prevail.

**2.2 Exhibits.** With this document, the following Exhibits are incorporated into the Contract:

Exhibit A Standard County Contract Conditions

Exhibit B Insurance Coverages Required

Exhibit C Concessionaire General Duties and Obligations

Exhibit D Concessionaire Site Management Duties and Obligations

Exhibit E Janitorial Duties and Obligations

Exhibit F Revenue, Billing, and Payment

Exhibit G Park Area Maps

**3. CONSIDERATION AND PAYMENT**

**3.1 Consideration.** Amounts due to each of the parties will be determined as described in Exhibit E.

**3.2 Payment.** Payments required of County and Contractor will be made in accordance with the requirements of Exhibit E.

**4. EFFECTIVE DATE AND DURATION**

**4.1 Effective Date.** Upon the signature of all parties.

**4.2 Duration.** Unless extended or terminated earlier in accordance with its terms, this Contract will terminate October 31, 2019, with one 1-year renewal option. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

**5. MULTIPLE COUNTERPARTS.** This Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any amendments so executed will constitute an original.

-- SIGNATURES --

**CONTRACTOR'S CERTIFICATIONS:**

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO COUNTY THAT:

- The undersigned person has authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
- Contractor has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
- The Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
  - a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
  - b. Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
  - c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**CONTRACTOR:**

**COUNTY:**

**[ENTER CONTRACTOR'S LEGAL NAME]**

LANE COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

Lane County, Public Service Building  
125 E. 8th Avenue  
Eugene, Oregon 97401

\_\_\_\_\_  
\_\_\_\_\_

Tax ID No.: \_\_\_\_\_

## **EXHIBIT A – STANDARD COUNTY CONTRACT CONDITIONS**

### **1. CONTRACTOR'S STATUS**

- 1.1 Independent Contractor Status.** The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor that is not an officer, employee or agent of County as those terms are used in ORS 30.265.
- 1.2 Contractor's Responsibilities.** Notwithstanding the Oregon Tort Claims Act or the provisions of any other contract, Contractor is acting as and assumes liability of an independent Contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractor, if any.
- 1.3 Contractor Not Employee.** Contractor is not currently employed by County and will not be under County's direct control, and will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
- 1.4 Reporting of Payments.** Contractor acknowledges that County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

### **2. INSURANCE AND INDEMNIFICATION**

- 2.1 Contractor's Required Insurance.** Contractor must provide and maintain all insurance called for on the Exhibit entitled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by County, and has obtained County's approval as to limits, form, and amount. Coverage must include an Additional Insured Endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
- 2.2 Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
- 2.3 Workers' Compensation.** Contractor, its subcontractors, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation

Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.

**2.4 No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

**2.5 Indemnification.** To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, and to the extent otherwise provided for in private contracts of insurance, Contractor agrees to indemnify, defend, and hold County, its Commissioners, agents, officers and employees, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. However, Contractor will not be required to indemnify or defend County for any liability arising solely out of wrongful acts of County's own Commissioners, officers, employees, or agents.

### **3. CONTRACTOR'S OBLIGATIONS**

**3.1** Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Contract, unless County has good cause and the Contract provides otherwise.

**3.2** Contractor must make all provisions of the Contract applicable to any subContractor performing work under the contract.

**3.3** Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the Contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

**3.4** Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subContractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

**3.5** Contractor may not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

**3.6** Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.

- 3.7 Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's County-Wide Bid Page at:

<http://www.lanecounty.org/Departments/CAO/Operations/Purchasing/Pages/MandatoryVendorPolicies.aspx>

#### 4. CONTRACTOR OBLIGATIONS REQUIRED BY OREGON LAW

- 4.1 Pursuant to ORS 279B.220 or ORS 279C.505, as applicable, Contractor must:

- (a) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subContractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

- 4.2 Pursuant to ORS 279B.230 and 279C.530, as applicable:

- (a) Contractor must promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- (b) All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- 4.3 Pursuant to ORS 279B.235, 279C.520, and 279C.540, as applicable, in performing the work of this Contract:

- (a) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - (i) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - (ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - (iii) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

- (b) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
  - (c) If this Contract is for personal services as described in ORS 279A.055, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
  - (d) If this Contract is for services at a county fair or for other events authorized by a county fair board, employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.
  - (e) Except as provided in subsection (d) of this section, if this Contract is for services, all persons employed under the Contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
  - (f) This section (4.3) does not apply if the Contract is strictly for goods or personal property.
- 4.4** Pursuant to ORS 279A.120, if Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before County will make final payment on the contract.
- 4.5** Pursuant to ORS 316.167, Contractor and any subContractor must pay to the Department of Revenue all sums withheld from employees.
- 4.6** Contractor must represent and warrant that Contractor has complied with the tax laws of the State of Oregon and its political subdivisions, including but not limited to ORS305.620 and ORS chapters 316, 317 and 318. Contractor must continue to comply with the tax laws described in this section during the term of the Contract. Contractor's failure to have complied or comply with these tax laws will constitute a default, for which County may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

## **5. MODIFICATION AND TERMINATION**

- 5.1 Modification.** No modification or amendment to this Contract will bind either party unless in writing and signed by both parties.
- 5.2 Termination.** The parties may jointly agree to terminate this Contract at any time by written agreement. County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 90 days' advance written notice. County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work.
- 5.3 Remedies and Default.** County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the public contract or other applicable law. The Contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms.
- 5.4 Availability of Funds.** County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, Contractor understands and agrees that, if County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Contract, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated. County will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, County will have no further obligation to Contractor for payments beyond the termination date. This provision does not permit County to terminate the contract in order to provide similar services or goods from a different Contractor.
- 5.5 Force Majeure.** Neither County nor Contractor will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subContractor of Contractor, Contractor will be liable for such supplies or services if they were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

## 6. DISPUTES

- 6.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
- 6.2 Governing Law.** All matters in dispute between the parties to this contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.
- 6.3 Forum and Venue.** All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.

## 7. MISCELLANEOUS PROVISIONS

- 7.1 Merger.** *This Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings.*
- 7.2 Waiver.** Failure of County to enforce any provision of the Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
- 7.3 Severability.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 7.4 Survival.** The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.
- 7.5 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Contract.
- 7.6 Protection of Consumer Personal Information.** Contractor must have and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of consumer personal information pursuant to ORS 646A.622(2), and agrees to comply with all other provisions of the Oregon Consumer Identity Theft Protection Act (ORS 646.600 et seq.) throughout the term of this Contract.

**7.7 Non-Assignment.** Contractor may not assign or transfer its interest in this Contract without prior written approval of County.

**7.8 Binding on Successors and Assigns.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.

**7.9 No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.

**7.10 Headings.** The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

EXHIBIT B -

**INSURANCE COVERAGES REQUIRED**

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:



**COMMERCIAL GENERAL LIABILITY** The insurance shall include:

*Policy must include:*

- Commercial General Liability
- Damage to Rented Property (\$50,000)
- Medical Expenses (\$5,000)
- Personal and Advertising (Same as per occurrence)
- Products/Completed Operations (Same as per occurrence)

*POLICY LIMITS*

- \$2 million per occurrence\*/\$4 million aggregate
  - \$ occurrence / aggregate
- (Amount approved by risk or required by contract)  
**\*Umbrella coverage to increase the policy limits to the required amount is acceptable**

Aggregate limits:

- Per Policy (most contracts)
- Per Project (construction contracts)

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.



**AUTOMOBILE LIABILITY** insurance with limits as specified below. The coverage shall include owned, hired and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent). **\*Umbrella coverage to increase the policy limits to the required amount is acceptable.**

*LIMITS*

- \$2 million combined single limit per accident for bodily injury and property damage\*
- \$ Amount approved by risk and required by contract



**PROFESSIONAL LIABILITY** insurance – with limits not less than \$ (1,000,000 per occurrence minimum when required). Policy must provide tail/continuous coverage for 24 months from the end of the project.



**POLLUTION LIABILITY INSURANCE** – with limits not less than \$ 1 million per occurrence. Coverage must be continuous for 24 months from the end of the project.



**ADDITIONAL INSURED ENDORSEMENT.** The general liability insurance coverage required for performance of this contract shall be:

By blanket or by written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The contract MUST include language that the additional insured endorsement is required, and proof of blanket coverage from your policy must be provided.

By specific (not blanket or by written contract requirement) **endorsement** to name **“Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds”** on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The **additional insureds must be named as an additional insured by separate endorsement.** and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract.

Coverage shall include completed operations and be primary and non-contributory with any other insurance and self-insurance.



**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

*EMPLOYER'S LIABILITY* Statutory amount or minimum of \$1,000,000 when not regulated by statute.



**FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$ per employee. (\$10,000 minimum when required)

**Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at LCRISKMG@co.lane.or.us**

## **EXHIBIT C – CONCESSIONAIRE GENERAL DUTIES AND OBLIGATIONS**

### **1. CARETAKER RESIDENCE AND USE OF PREMISES**

- 1.1 Contractor may establish and maintain a permanent residence at the County-owned residence building in the designated park during the term of this Contract. If Contractor rents the attached residence, then a separate lease agreement will govern the rental. If contractor does not establish a permanent residence in the attached residence, then County may rent it at County's discretion.
- 1.2 Periods of absence during the closed season are permitted upon prior notification to County. Periods of absence during the open season are permitted with the prior written consent of County.
- 1.3 Contractor must maintain the concession stand and the surrounding area in a neat and orderly condition, in a manner acceptable to County. Contractor is responsible for minor and routine repairs to and maintenance of the concession stand. Smoking inside the park, including the concessionaire residence is prohibited and may be cause for termination of the Contract. Major repairs, alterations, or improvements may be made only with the prior written consent of County, which will not be unreasonably withheld. Any damage to County property caused by Contractor, other than ordinary wear and tear, must be fully repaired in a manner satisfactory to County at Contractor's expense. County has no responsibility for damage or loss of any personal property of Contractor.
- 1.4 Contractor must utilize the County concession stand for providing customer service.
- 1.5 Contractor may not store personal property that is bulky or detracts from the uncluttered appearance of the property, such as construction materials, recreational vehicles, boats, and the like, without the prior written approval of County, which will not be unreasonably withheld.
- 1.6 Contractor may not engage in any commercial or political activity, including the display of advertising materials, signs, billboards, and the like without the prior written approval of County.
- 1.7 Contractor must maintain Contractor's own telephone service for personal use. County will provide telephone service and internet access for use related to this Contract. County will provide electrical, water, sanitary, and trash collection services, but all other utilities are the responsibility of Contractor.

### **2. CONCESSIONAIRE EQUIPMENT**

- 2.1 County shall provide the facilities described in Exhibit G for Contractor's use.

- 2.2 Contractor shall be responsible for providing all necessary furnishings, equipment, supplies and inventory items to perform the obligations of this agreement.
- 2.3 County has no responsibility for damage or loss of any personal tools or equipment of Contractor.
- 2.4 Contractor may not erect storage sheds nor store personal property such as construction materials, recreational vehicles, boats, etc. without prior written approval of County, which shall not be unreasonably withheld.
- 2.5 Contractor must maintain telephone service during the term of this agreement. County shall provide water, electrical power, natural gas, sewer, internet, and disposal of concession-related garbage. All other desired utilities are the responsibility of Contractor.

### **3. CONCESSIONAIRE DUTIES**

- 3.1 Contractor shall provide adequate and suitable food and beverages necessary for the enjoyment and convenience of park users.
- 3.2 Contractor is responsible for providing, within the service area defined in Exhibit G, concessions during the hours of operation described in Exhibit D. Contractor shall keep on duty at all times during which facilities are open, representatives who are responsible and experienced in all phases of this type of operation.
- 3.3 All concessions products are subject to the approval of County, and must be purchased by Contractor at Contractor's expense.
- 3.4 Contractor is responsible for collecting and accepting all payment, and providing concession sales reports in the form requested by County.
- 3.5 Contractor must at all times perform these duties in a safe manner. If Contractor fails to follow standard safety practices County may reduce payment or terminate the Contract in accordance with the terms of the Contract.
- 3.6 Contractor must provide assistance and information to the public and, at all times, act in a manner that promotes a positive image of the County.
- 3.7 Contractor is responsible to inform the public of park rules, but is in no way responsible for obtaining compliance with these rules, except to the extent that may be accomplished by verbal persuasion. Contractor must promptly notify County Parks' staff and/or law enforcement officers of serious rule violations that may pose a threat to public health and safety.
- 3.8 Contractor shall provide a security presence at Orchard Point Park and must notify County Parks' staff of damage to County or personal property, or of personal injury. Contractor shall report emergency situations to Park Ranger and/or law enforcement officers as appropriate.
- 3.9 Contractor must provide proper care and security for, and ensure operation of,

the credit card swiper(s) if provided by County, and comply with Lane County cash and credit card handling procedures and Payment Card Industries (PCI) policies and procedures. Contractor is responsible to ensure that customers' credit card information is used only for legitimate Parks Division purposes. Contractor is solely responsible for any unauthorized use of customer credit information received while performing duties under this agreement.

#### **4. COUNTY'S AUTHORITY TO ENSURE CARETAKER'S PERFORMANCE**

- 4.1 Contractor and all those engaged by Contractor to provide services under this Contract must pass a criminal background check prior to commencement of work under this Contract. Contractor agrees that County may, from time to time, conduct subsequent background checks, and if any person engaged by Contractor fails at any time to pass a criminal background check, that person must be immediately terminated from work under this Contract.
- 4.2 Contractor will provide to County a deposit of \$1,000 to guarantee Contractor's compliance with the terms of this Contract. Upon expiration or mutual termination of this Contract, the deposit will be paid to Contractor along with final payment under the contract. If Contractor fails to perform under this Contract, or is terminated for cause, the deposit will be retained by County as partial compensation for the Contractor's failure to perform in accordance with the terms of the Contract.
- 4.3 County will regularly inspect the area surrounding the residence and service area to verify Contractor's performance of duties and compliance with standards, and will inform Contractor of any deficiencies observed, which must be immediately corrected or remedied by Contractor. A failure by County to observe or object to any violation any terms or conditions of this agreement will not constitute a waiver by County of any requirement or of County's right to demand strict performance by Contractor of the work of the Contract and compliance with its conditions and requirements.
- 4.4 Serious or repeated performance deficiencies may result in reductions in the amount due to Contractor under the Contract and may entitle County to retain the Contractor's deposit.

#### **5. SUBCRONTRACTING, SUBSTITUION AND OTHER EMPLOYEMENT**

- 5.1 Contractor may subcontract or hire employees to perform the nonresidential portion of the services to be provided under this Contract, provided that all subcontractors or employees must pass a criminal background check prior to performing services. Contractor must provide to County an up-to-date list of all employees or subcontractors who are performing services under this Contract, including such information as is necessary to allow County to conduct a criminal background check.
- 5.2 Contractor may, on an occasional and temporary basis, and when requested from and approved by County in writing, arrange for a substitute to perform Contractor's duties in Contractor's absence.

- 5.3 Nothing in this agreement prohibits Contractor from engaging in additional employment or other contract so long as such employment or contract does not conflict with the performance of Contractor's duties and responsibilities under this Contract. Contractor must give County written notice of any such additional employment or contract.

**6. OTHER PROVISIONS**

- 6.1 Contractor understands and acknowledges that Contractor receives additional benefits as compensation for the work of this Contract, including receipt of services and amenities that are provided at no cost to Contractor, including the use of the concession stand, water service, sewer service, and garbage disposal service.
- 6.2 Contractor understands and acknowledges that, if the park site in this contract is identified in Exhibit G as being located on property leased from the United States government, the terms of the lease agreement will apply to this Contract as well. A copy of the lease document will be provided to Contractor upon request.
- 6.3 Contractor will comply with the provisions of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Department of Defense Directive 5500.11 (32 CFR Part 300) issued pursuant thereto. Contractor may not discriminate against any person or persons because of race, creed, color, handicap, sex, or national origin in the performance of this Contract.

## **EXHIBIT D – CONCESSIONAIRE SITE MANAGEMENT DUTIES AND OBLIGATIONS**

### **1. PARK SITE DESCRIPTION**

The work of this Contract is for Concessionaire duties at the County's Orchard Point Concessions Stand as identified in Exhibit G. Orchard Point Park and Marina is open seasonally from approximately April 1 to October 15.

### **2. CONCESSION MANAGEMENT**

Contractor may hire employees to assist Contractor in the day-to-day operation of the concession stand. Contractor is responsible for the management, supervision, compensation and personal conduct of any employee hired to assist Contractor. With respect to any of the Contractor's duties assigned to employees, Contractor must communicate all the scope of Contractor's duties and responsibilities, and ensure employees are in compliance.

### **3. SELLING OF PARK PASSES, MATERIALS AND MERCHANDISE**

Contractor must sell, distribute, and document Lane County Parks' passes, literature, materials, and merchandise at the direction of County. All proceeds from such sales must be given to County, according to a regular schedule adopted with the approval of County. Contractor shall comply with pass distribution policies and procedures and accurately document the sale of each item using the County provided point of sale system.

### **4. FINANCIAL MANAGEMENT**

- 4.1 Contractor is responsible for daily reconciliation of accounting paperwork, daily cash/check/credit deposits associated with concession sales, park pass sales (if applicable), and any other fees.
- 4.2 Contractor must provide all reports in the manner described in sections 1.2 of Exhibit F.
- 4.3 Contractor must make payments and deposits in the manner described in section 1.1 of Exhibit F.

### **5. MAINTENANCE AND OPERATION SCHEDULE AND REQUIREMENTS**

- 5.1 General Concessions Maintenance and Operation
  - Kitchen: Thorough cleaning of the kitchen and cooking area daily that will consist of disinfecting surfaces and equipment.
  - Litter: Remove throughout the day as necessary, and when requested by County, from all use areas and parking lots.
  - Customer Service: Provide assistance and information to the public, greet visitors, answer questions, receive comments, and be readily accessible to the public, and at all times act in a manner that promotes a positive image of County. Keep stocked any County provided informational literature at the concession stand. **County expects concessionaire to accommodate**

**reasonable requests from the public that fall outside the set schedule to demonstrate good customer service.**

- Garbage: Monitor dumpsters and garbage cans and notify parks staff if dumpsters need emptying outside the normal set schedule.

5.2 Concession Stand Maintenance and Operation. In addition to general maintenance and operation:

- Accounting: County may audit Contractor's financial records at any time without prior notification. Contractor shall communicate accounting procedures to employees and ensure procedure compliance. Contractor shall also:
  - Daily--reconcile all accounting paperwork, daily cash/check deposits associated with concession sales as stipulated in Exhibit D.
  - Weekly—submit accounting reports using the official County approved computer reservation software reports and turn in all revenues received.
- Hours of Operation: Establish regular hours of operation for the concession stand, subject to approval by County, and post the operating hours prominently at the stand. Contractor may remain open past operating hours, at Contractor's discretion.

## **EXHIBIT E – JANITORIAL DUTIES AND OBLIGATIONS**

### **1. SCOPE OF JANITORIAL DUTIES**

The work required under this agreement provides for cleaning and janitorial services, limited to concession stand located within the park site, as described in section 1 of Exhibit D.

### **2. EQUIPMENT AND SUPPLIES**

- 2.1 Contractor must furnish all equipment necessary to accomplish the janitorial duties required by this Contract. All Contractor's equipment must be in good operating and mechanical condition, according to the original manufacturer's design.
- 2.2 Contractor must furnish all cleaning supplies and products necessary to accomplish the janitorial duties required by this Contract, except for the County-supplied goods specified in section 3 of this Exhibit. All products and supplies must be used in accordance with the manufacturers' instructions for strength, application, and usage; and may not be mixed with other products except as specifically stated in the manufacturers' instructions.
- 2.3 Cleaning and Deodorizing Products. Contractor must supply a list of all cleaning and deodorizing products to be used in performing janitorial duties, including germicidal disinfectants, scouring powder, bowl cleaner, deodorizers, detergents for County's approval. Such products must comply with the following:
  - Cleaning Agents. Only soap, soap compounds, and biodegradable detergents may be used. Any cleaning compound containing disinfectants or deodorants must be biodegradable, and must be labeled that that the compound contains disinfectants and/or deodorants.
  - Germicidal Disinfectants. Only standard commercial germicidal disinfectants generally available to the public may be used.
  - Deodorizers. All deodorants must be products packaged and sold for use as a deodorizer.
- 2.4 Cleaning Supplies. Contractor must provide and maintain a supply of squeegees, hoses, dust mops, scrub brushes, brooms, stiff scrub brushes, window cleaning supplies, and cleaning and deodorizing products in designated material and equipment storage areas, pipe chases, janitor's closets, or other secure locations.
- 2.5 Product Safety. Contractor must with all chemical hazard communication requirements found in OSHA Standard 29 CFR 1910.1200. Contractor must obtain Safety Data Sheets (SDS) for all products used by Contractor, and provide copies of each MSDS to County and in each location where products are stored.

### **3. COUNTY-FURNISHED SUPPLIES & EQUIPMENT**

County will furnished to Contractor, in quantities sufficient for the performance of the janitorial duties, the following supplies and equipment:

- Liners for wastebaskets and other waste receptacles
- Foam or liquid hand soap
- Trash containers and wastebaskets

- Water and electricity from existing onsite outlets, in quantities sufficient for the performance of the janitorial duties.

#### **4. SCHEDULE OF JANITORIAL DUTIES**

- 4.1 Janitorial duties for all facilities must be performed in accordance with the following schedules. Additional janitorial cleanings and service may be required when necessary, or upon request by County.
- 4.2 Daily schedule. At least once a day, Contractor must:
  - a. Empty and reline trash receptacles inside the concession stand and within 50 feet of the building.
  - b. Sweep and clean floors.
  - c. Scrub, clean, disinfect and rinse all plumbing fixtures.
  - d. Clean exterior concrete surfaces and vestibules, as necessary.
- 4.3 Weekly schedule. Not less than weekly, Contractor must:
  - a. Clean exterior of building and vestibules.
  - b. Sweep and wet mop concession stand floors.
- 4.4 Monthly. Not less than monthly, Contractor must:
  - a. Clean fluorescent fixtures, including exterior, tubes and diffusers.
  - b. Clean exterior surfaces of exterior incandescent light fixtures.
  - c. Clean interior and exterior surfaces of windows and skylights.
  - d. Descale plumbing fixtures.
  - e. Clean and disinfect floor drains.

#### **5. PERFORMANCE STANDARDS**

Contractor's janitorial services must meet the ordinary standard of janitorial performance, including the standards described below.

- 5.1 Trash Receptacle Emptying: Trash receptacles and wastebaskets must be free of all trash and debris, and a new clean plastic liner installed. All emptied trash and debris must be placed at a designated receptacle at each park. Any debris or residue spilled during emptying or transporting must be retrieved and disposed of. Incidental trash and refuse within or adjacent to restrooms and receptacles must be removed at the time receptacles are emptied.
- 5.2 Window/Counter Cleaning: Counter surface, sills, and casings must be free of dust, dirt and foreign matter. Only surface cleaner and clean rags may be used for cleaning, and only cleaning agents approved for use on metal and wood may be used on the counter.
- 5.3 Dusting: Surfaces must be free of dust, litter, lint, and soil, using a dusting solution and saturate dust mops and rags to facilitate removal, except where the solution would damage the item being dusted.
- 5.4 Sweeping: Swept areas must be free of litter, dust, and foreign debris, including all exposed corners. Wastebaskets, trash containers, and other movable objects must be moved and the areas under such objects swept. On floors with a smooth surface, including tile and interior sealed concrete, Contractor may dust mop instead of sweeping.
- 5.5 Floor Cleaning: Prior to mopping, floors must be swept or vacuumed, and wastebaskets and other movable objects removed. Floors are to be cleaned using a mop, stiff scrub brush, and squeegee to remove all soil and non-permanent stains from the surface, and a disinfectant used to sanitize the cleaned floor. Floors must be

rinsed with clean water after application of disinfectant detergent solution. Wastebaskets and trash containers must be moved back in place.

- 5.6 Cleaning of Plumbing Fixtures: A disinfectant solution must be used in cleaning all concession stand fixtures. Cleaned fixtures must be free of streaks, stains, scale, scum, and rust stains. Fixtures must be dried after cleaning.
- 5.7 Wall Cleaning: Doors and door frames are to be cleaned along with walls. Cleaned walls and doors must be free of cobwebs, dust, dirt, soil streaks, detergent film or residue, splash marks, and other soil.
- 5.8 Counter Cleaning: Counter tops must be cleaned by hand using a sponge or cloth dampened in a disinfectant detergent solution, rinsed, and dried. Cleaned surfaces must be free of dust, dirt, soil streaks, soap scum, detergent film, or other residue.
- 5.9 Fluorescent Light Fixture Cleaning: Diffusers or lenses must be removed from each fixture and washed in detergent solution, rinsed, dried, and replaced. The balance of each fixture and lamp tubes must be cleaned with a damp cloth. Cleaned fluorescent light fixtures must be free of all dust, dirt, streaks, and detergent residue.
- 5.10 Incandescent Light Fixture Cleaning: Globes or shrouds must be removed from each fixture and washed in detergent solution, rinsed, dried, and replaced. The balance of each fixture and must be cleaned with a damp cloth. Cleaned fluorescent light fixtures must be free of all dust, dirt, streaks, and detergent residue.
- 5.11 Exterior Building Wall and Security Light Fixture Cleaning: Exterior building walls including louvers, screens, doors, frames, eaves, and overhangs must be free of all cobwebs, dirt, stains, insect or bird nests, graffiti, litter, etc., except for marks or materials that cannot be removed without damage to the painted surface. Exterior security light fixtures must be cleaned of all cobwebs, insects, dirt, etc. and the diffusers, flood light bulb, and fixture exterior surface cleaned with a damp cloth.
- 5.12 Cleaning and Disinfection of Floor Drains: Clean and remove all accumulated debris in the area of the drain. Remove drain covers with a screwdriver, clean and disinfect all parts, and replace and secure covers. Opened drains may not be left unattended while uncovered.
- 5.13 Descaling of Plumbing Fixtures: Using acid-type bowl cleaner and, when necessary abrasive compounds, remove scum, mineral deposits, rust stains, and other matter from sinks and drains. After descaling, the entire surface must be free from streaks and residue. Caution must be used to prevent damage to adjacent surfaces caused by spills of cleaning compounds.

## **EXHIBIT F – REVENUE, BILLING, AND PAYMENT**

### **1. PAYMENTS TO COUNTY**

1.1 Amounts due to County under this Contract will be determined as follows:

- a. Payment for concession stand: The amounts of \$500 per month in the period April 1 through October 31 of each year (open season). No charge for all other months (closed season).

- b. Payment for concession sales: The amount of 10 percent of gross sales, to be paid weekly during the open season (April through October).

1.2 Contractor must:

- a. Submit an accurate sales report weekly to County at that same time payment is made.
- b. Report to the County monthly all expenses using an itemized expense report in a form acceptable by the County.

1.3 At the expiration of the Contract period, including any extensions, and upon satisfactory completion of the work of this agreement, County will pay Contractor the amount deposited under section 4.2 of Exhibit C within 30 days of termination of the Contract.

## EXHIBIT G – PARK AREA MAP

### Orchard Point Park

#### Concession Facilities Provided by County

Food & Beverage Concession Building and outdoor dining area- 410 square feet (15.5 ft x 26.5 ft) building. Approximately 250 ft. x 250 ft. outdoor dining area. Also includes covered dining picnic shelter.

Concession Area

