

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Reports3

Council to approve the contract for concessions at Lacy Park and authorize the Mayor to execute the contract.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: May 18th, 2015

AGENDA TITLE: Council to approve contract for concessions at Lacy Park.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Parks and Recreation Department is requesting permission to contract Jessica Rivera to run concessions at Lacy Park. Contract is attached.

EXHIBITS

Resolution x

Ordinance

Contract

Minutes

Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev 3/1/99CClerk

AGREEMENT

THIS AGREEMENT is made between the City of Scottsbluff, Nebraska, a Municipal Corporation (hereinafter called "CITY") and Jessica Rivera (hereinafter called "RIVERA").

1. The CITY grants to RIVERA the privilege of operating a concession stand at Lacy Park for the period May 5th, 2015 through and including August 15, 2015. RIVERA may use all equipment belonging to the CITY located within the concession stand. For this privilege, RIVERA will pay to the CITY the sum of \$100.00 per month, beginning May 5, 2015, and on the fifth day of each and every month thereafter, through July 5, 2015. August payment will be prorated to \$25 for a sum total of \$325.00. Such payments will be made at City Hall.

2. RIVERA will open the concession stand no later than five thirty p.m. and close it no earlier than 9:30 p.m. each league night for the term of this Agreement. RIVERA will also keep the concession stand open during weekend tournaments. If inclement weather causes cancellation of games during a particular period of time, RIVERA is not required to keep the concession stand open during that period of time. RIVERA will provide adult supervision for any individuals under sixteen years of age who participate in the operation of the concession stand.

3. All equipment of the CITY located within the concession stand may be used by RIVERA but shall be kept in good working order and restored to the CITY in as good condition as it was when the Agreement began, reasonable wear and tear accepted.

4. Due to a preexisting Agreement, only soft drinks distributed through the Pepsi Cola Company may be sold. No alcoholic beverages may be sold. Otherwise the CITY places no restrictions upon concessions that may be sold or the prices to be charged therefor, provided however that such prices shall be reasonable.

5. RIVERA will keep the concession area in clean and sanitary condition, and will comply with all applicable ordinances, regulations, including the regulations of the Department of Health.

6. The CITY may cancel the Agreement at any time and for any reason.

7. RIVERA will operate the concession stand as an independent contractor and not as an employee of the CITY. The CITY has no control over the manner in which RIVERA carries out her obligations under this Agreement. All profits earned in operating the concession stand are the exclusive property of RIVERA, and the CITY shall have no claim to such profits. Any losses incurred by RIVERA in the operation of the concession stand shall be borne by RIVERA and the CITY shall have no obligation to reimburse any portion of such loss to RIVERA. RIVERA may employ subcontractors or others to assist in the carrying out of RIVERA's obligations. All products sold at the concession stand will be provided by RIVERA at

RIVERA's expense.

8. During the term of this Agreement, RIVERA will maintain public liability insurance in an amount of not less than \$1,000,000.00. Such insurance policy will show the City as an additional insured. Certificates in a form acceptable to the City for all insurance will be furnished to the City before RIVERA is allowed access to the City's facilities.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first herein written.

DATED: _____, 2015.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____

Title: _____

By _____
Jessica Rivera

Attest:

City Clerk Seal

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