

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 95-2108  
THE RELEASE OF A REQUEST FOR )  
PROPOSALS (RFP) AND THE EXECUTION)  
OF A MULTI-YEAR CONTRACT FOR )  
MANAGEMENT OF THE FOOD )  
CONCESSION AT BLUE LAKE PARK. )

WHEREAS, On December 9, 1994<sup>3</sup>, by Resolution No. 93-1877, the Metro Council approved an intergovernmental agreement with Multnomah County transferring management of regional parks, natural areas, golf courses, cemeteries, trade and spectator facilities to Metro; and

WHEREAS, The Food Concession at Blue Lake Regional Park is one of the facilities for which management responsibility was transferred to Metro; and

WHEREAS, The Food Concession is a mainstay within the operation of Blue Lake Park, providing food, beverages, and sundry items to park patrons, and a source of revenue to support Regional parks and Greenspaces programs and operations; and

WHEREAS, This contract is strictly revenue generating with the percentage of funds paid to Metro, from Food Concession Contractor, are funded back into Regional Parks and Greenspaces Blue Lake Park's budget as "program/resource revenue".

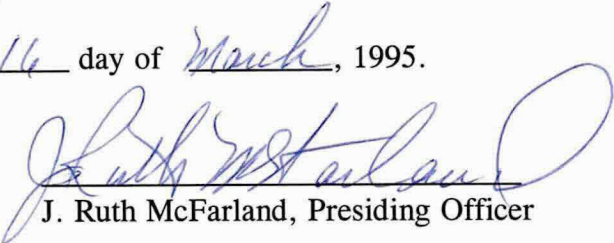
WHEREAS, It has been the practice to enter into a multi-year contract with the most advantageous proposer seeking to manage that concession; and

WHEREAS, The contract with the current vendor terminates April 30, 1995; now, therefore,

BE IT RESOLVED,

1. That the Metro Council, acting as the Metro contract Review Board, approves issuance of a request for proposals (RFP # 95R-8-PK), in substantial compliance with Exhibit A attached, and authorizes the Executive Officer to enter into a multi-year contract with the most advantageous proposer.

ADOPTED by the Metro Council this 16 day of March, 1995.

  
J. Ruth McFarland, Presiding Officer

## REGIONAL PARKS AND GREENSPACES STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 95-2108 AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS AND AUTHORIZING A MULTI-YEAR CONTRACT WITH THE MOST ADVANTAGEOUS PROPOSER FOR MANAGEMENT OF THE FOOD CONCESSION AT BLUE LAKE PARK.

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Date: February 28, 1995

Presented by: Charles Ciecko

#### FACTUAL BACKGROUND AND ANALYSIS

The Food Concession facility at Blue Lake Regional Park was among the facilities transferred to Metro management from Multnomah County by intergovernmental agreement in December 1993 (Resolution No. 93-1877). In 1990, Multnomah County entered into a contract with Tommy's Place to manage the Food Concession facility. Responsibilities include marketing the Food Concession facility itself, as well as promoting catering services to large groups and company picnics; providing high quality food, beverages, goods and sundry items to Blue Lake Park's visitors; and catering for special events. These responsibilities have generated an average annual revenue, to Parks, of \$3,902.00 for the past five (5) years. However, potential for increased revenues exist via increased marketing and provision of catering services.

The current contract expires on April 30, 1995. It is highly desirable to issue the RFP and have a new vendor under contract, so as not to delay opening the facility for the coming season.

#### BUDGET IMPACT

This operation is strictly revenue generating. The percentage of funds paid to Metro from the Food Concession Contractor, are funded into Regional Parks and Greenspaces Blue Lake Park's budget as "program/resource revenue".

#### EXECUTIVE OFFICERS RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2108.

EXHIBIT A

REQUEST FOR PROPOSALS  
BLUE LAKE FOOD CONCESSION CONTRACTOR

By:

Metro Regional Parks and Greenspaces

February 27, 1995

## **METRO**

### **Request for Proposals**

Metro's Regional Parks and Greenspaces Department is soliciting proposals from qualified proposers seeking to provide commercial food concessions at Blue Lake Park.

### **PROPOSAL INFORMATION**

Proposals are due no later than 4:30 p.m. D.S.T., April 10, 1995, at the Metro Regional Parks and Greenspaces Department, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, Attention: Todd Jones.

No faxed material will be accepted. Postmarks are not considered proof of delivery. If a proposal is hand delivered it must be delivered to and date stamped by personnel at Metro's Regional Parks and Greenspaces Department, in the southeast corner, on the first floor of the Metro Regional Center. Delivery persons should enter and inquire with the front reception desk personnel for directions to the Department office.

**One (1) original and four (4) copies** of the proposal must be submitted to Metro.

All proposals must be clearly marked "**PROPOSAL: BLUE LAKE PARK FOOD CONCESSION CONTRACTOR,**" and contain all information outlined herein.

### **PRE-PROPOSAL CONFERENCE**

A mandatory pre-proposal conference is scheduled for March 28, 1995, at 10:00 a.m. P.S.T. at the Blue Lake Concession Building, Blue Lake Park; 20500 N.E. Marine Drive, Troutdale, Oregon. All potential proposers are required to be in attendance.

### **CLARIFICATION**

Any proposer requiring additional information, clarification, or protesting any provisions herein, must submit specific questions or comments in writing to:

Todd Jones  
Regional Park Supervisor  
Blue Lake Park  
20500 N.E. Marine Drive  
Troutdale, OR 97060

The deadline for submitting such questions or comments is March 20, 1995. If, in the Regional Park Supervisor's opinion, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum which will be mailed to all individuals, firms and corporations having taken out specifications and such Addendum shall have the same binding effect as though contained in the main body of the specifications. Oral instructions or information concerning the specifications or the projects given out by Metro managers, employees, or agents to prospective proposer shall not bind Metro. All Addenda shall be issued by the Regional Park Supervisor not later than five (5) days prior to proposal deadline.

### **CANCELLATION**

Metro reserves the right to cancel award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Metro's best interest. In no event shall Metro have any liability for the cancellation of award. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

### **ASSIGNMENT**

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the Contractor without the express written consent of Metro.

### **BACKGROUND**

Blue Lake Park is a 185 acre day-use Metro regional park, providing a variety of recreational opportunities including: picnicking; fishing; sports courts/fields; swim beach; play equipment, and The Lake House where weddings, receptions and meetings are held. The park is located in Fairview, east of Portland, and adjacent to Marine Drive along the Columbia River.

An average of 267,000 patrons visited Blue Lake Park, annually, since 1990 with approximately 163,805 people on-site during the peak summer months (Refer to Attachment A for 1990-94 statistical information).

Of the many picnic areas within Blue Lake Park, 33 are reservable for family and company picnics. These reserved areas are generally entirely booked on weekends and holidays from July through mid-September.

The primary function of the Food Concession Contractor will be to promote and provide the sale of quality food, beverage, sundry items, and services on a seasonal basis, while enhancing the quality experience of visitors to Blue Lake Park.

However, since Blue Lake Park is not accessed primarily for food and beverages, and since park attendance is directly impacted by weather conditions, the Contractor is expected to provide additional services to invite patronage and increase revenues; Metro is therefore seeking proposals

from motivated firms and/or individuals who can demonstrate a high level of experience, creativity and professionalism in marketing, managing and maintaining a food concession service facility, and includes total picnic planning services. These services will include, but not be limited to:

- \* catering
- \* entertainment
- \* games and/or attractions

The food concession is to be operated on a seasonal and "for-profit" basis, with a five-year potential term. This contract awards exclusive use of the food concession building; exclusive rights to provide food cart services plus goods and sundry items at the swim beach and throughout the Park; along with non-exclusive rights for catering services to large groups/company picnics; and the opportunity to provide food services at concerts and other special events (decision to be made on a case-by-case basis by the Parks Director).

Proposers are encouraged to carefully read through the entire RFP and submit only those materials requested herein. All interested parties must submit the information outlined in the Request For Proposals (RFP). This information will be reviewed by a Metro Selection Committee (MSC).

### **CONTRACTOR SERVICES**

Specific work tasks are outlined below.

A. Contractor's services shall consist of the following:

1. The Contractor's primary responsibility is to provide high quality food, non-alcoholic beverages, goods and sundry items to Blue Lake Park's visitors. This function will take place in the food concession building, located in the Children's Center at Blue Lake Park. In addition, the Contractor is encouraged to provide food cart(s) at other locations, (e.g., swim beach), on a mutually agreed upon schedule and food selection. (Percentage payment to Metro, for above services, is covered under Section G Records, Reports, and Payments to Metro.)
2. In addition to traditional concession foods, the Contractor will stock and maintain on a daily basis additional goods and sundry items including although not limited to: aspirin, band-aids, sunscreen, bio-degradable diapers, sun glasses, charcoal and matches. (Percentage payment to Metro, for said services, is covered under Section G Records, Reports, and Payments to Metro.)
3. Maintain food concession interior service area and plaza. Tables and chairs are provided outside on the plaza. The Contractor is responsible for securing the chairs each evening, busing the concession building plaza and service area.

Specifically, this includes, but not limited to cleaning the service counter, windows, plaza tables and chairs; picking up all litter and keeping the surrounding exterior area clean and tidy. The building and service plaza shall be hosed down at least once per week or as necessary to maintain a clean/attractive appearance. The buildings interior will be maintained daily, to maximize the health and safety of employees and patrons. Specifically, this includes, but is not limited to cleaning counters, equipment, utensils; sweeping/mopping floors free of any litter, foodstuffs and spillages that might contribute to slips and falls; and any other requirements specified by state and/or local Health Department.

4. Market and provide non-exclusive catering and total picnic planning services, at various price ranges, for use by large group and company picnics. The Contractor is allowed to provide alcohol to private functions, and purchase a permit within the designated park areas. (Percentage payment to Metro, for above services, is covered under Section G Records, Reports, and Payments to Metro. Insurance issues regarding serving alcohol, is covered under Section E Insurance; 5.)
5. Provide set-up, maintenance and take-down of additional food service elements at the "Music By Blue Lake" Summer Concert Series every Thursday, for six weeks, (from 1st week in July to 2nd week in August) of each summer season. This series averages 1,800-2,000 patrons each evening, and past food services have included barbecue chicken, ribs, pop stand, and ice cream carts.

Food service for this event is not exclusive to Contractor. Corporate sponsors will be allowed to host booths on site. Proposed subcontracting by Contractor will only be allowed by written request to and approval of the Parks Director.

The Contractor is allowed to provide alcohol, at this event, under the following conditions:

- 1) Provide/post "proof of age" or "identification required" signs where alcoholic beverages are sold.
- 2) Refuse service to anyone visibly intoxicated.
- 3) Provide a variety of beverages, including, but not limited to:
  - a. dark beers
  - b. micro-brews
  - c. local/northwest wines

(Percentage payment to Metro, for above service, is covered under Section G Records, Reports, and Payments to Metro.)

If Contractor chooses not to provide alcohol at this event, then Metro reserves the right to seek an outside vendor to provide said service.

6. Provide set-up, maintenance and take-down of additional food service elements at the "Especially for Kids" Summer Program Series every Wednesday, for six weeks, from July to mid-August of each summer season. This series averages 450-500 patrons each afternoon and past food items have included Hawaiian shave-ice and ice cream carts.
7. Any special events or functions not primarily sponsored by Metro may bring in outside vendors with approval by the Parks Director. However, Contractor will be allowed to participate in such events.

Contractor will be under no obligation to pay any percentage of revenues, to the event organizer(s), from participation in such events. Contractor is subject to such payments to Metro, only, and in accordance with Section G Records, Reports, and Payments to Metro, herein.

If Contractor chooses not to participate in any such event, then Contractor will be given a two-week notice, by Metro, and the option of closing for the event.

**B. Facilities and Equipment:**

1. The Contractor will provide all equipment to operate the concession building and any other support services. Equipment shall include but not be limited to: ice machine, deep fryer, hot dog warmer, electric grill, ice cream machine, cash register(s), milk shake mixer, soft drink dispenser(s) and coffee maker(s). Certain requirements may be waived by the Parks Director. Servicing of the compressors for the freezers/cooler is the responsibility of Metro.
2. Contractor shall furnish all janitorial and kitchen supplies. Contractor shall keep and maintain the concession area and adjacent Children's Center plaza area in a safe, clean, and attractive condition.
3. Contractor is granted exclusive use of the food concession building, which will remain the property of Metro. Traditionally this facility is shut down/winterized November through March. If the potential Contractor wishes to utilize the facility in this off-season, then they should propose a monthly fee to be assessed to cover utility costs and risk of freezing.
4. Contractor will not use polystyrene foam (PSF) products to serve prepared food and beverages. Contractor will use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this contract document.

Metro encourages the Contractor to either organize and provide a recycling service or utilize all paper products. The Project Manager and Metro

Recycling personnel will be pleased to assist any proposer in selecting and locating recycled and recyclable products for use in the food service operation.

5. The Contractor will display all food and signage within the facility in a neat and orderly fashion and subject to Metro approval. Emphasis will be placed on keeping the counters and windows clean and free of clutter.

C. Employees:

1. Personnel shall be knowledgeable in State and local rules, regarding food handling, sanitation, etc., plus park regulations. Metro will provide a staff-orientation session and/or handouts upon request regarding park regulations.
2. Contractor shall designate one person who shall be qualified by virtue of previous training and experience, and approved by the Regional Park Supervisor to be responsible for concession operations and notify park personnel of any emergencies.
3. Concession employees shall, at all times, be polite and courteous to park patrons and park employees. Food Concession staff must be neat and clean in appearance at all times. To enhance public relations and professional appearance, Contractor will select/provide uniform shirts consistent in style, color and fabric (NO "TANK TOPS"). Employees shall not disturb or offend customers or interfere with events in progress, or use improper language or act in a loud or boisterous manner. Hair nets and aprons are required for all employees. Contractor shall, upon request of the Park Director, appropriately discipline any employee when deemed necessary.
4. Contractor shall hire and compensate all persons employed by Contractor, and shall assume total responsibility for negotiations with, and requirements of labor organizations relative to concession operations.
5. Contractor shall maintain Worker's Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Attach a completed certificate showing current Workers' Compensation insurance, or copy thereof, to this Agreement, and mark that document as Exhibit "B", and incorporate it in your proposal.

D. Security and Safekeeping:

1. The safekeeping of Contractor property shall be solely at Contractor's risk and expense. Contractor assumes full liability of loss by any cause for all Contractor property and waives any claims or potential claims against Metro, Multnomah County, its Councilors, departments, employees and agents.

2. All contractor employees shall have and at all times display proper identification, and shall not encourage condone, or engage in any practice or behavior which compromises the safety and security of Blue Lake Park, the food concession activities or Metro's desire to provide a safe and healthy recreational environment.
3. Contractor acknowledges full and complete responsibility for liability arising out of the performance of this Agreement and shall hold Metro, Multnomah County, its Councilors, departments, employees and agents harmless from and indemnify same for any and all liability, settlements, losses, costs and expenses in connection with any actions, suits or claims resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

E. Licenses and Code Compliance:

Contractor shall obtain and maintain all required licenses for operation of a food and alcohol concession service facility as described herein. Contractor shall comply and take full responsibility for all codes, laws and ordinances pertaining to the operation of the food and alcohol concession including but not limited to:

1. Contractor shall be knowledgeable of and enforce all aspects of Title 10 Ordinances (See Attachment "B").
2. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning worker's compensation and minimum wage requirements.
3. Contractor shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, non-discrimination in services and affirmative action, including all regulations implementing Executive Order No. 11246 of the President of the United States, Section 402 to the Vietnam Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973. Metro shall maintain copies of said laws and regulations on file with its duly appointed Affirmative Action Office.

F. Insurance:

The Contractor shall purchase and maintain at their expense the following types of insurance covering the Contractor, their employees and agents;

1. Broad form comprehensive general liability insurance covering bodily injury, property damage, and personal injury with automatic coverage for premises operations and product liability.

Metro, Multnomah County, its Councilors, departments, employees, and agents shall be named as an additional insured. Notice of material change or cancellation shall be provided to Metro thirty (30) days prior to the change. In addition, a copy of the policy must be provided to the Parks Department.

Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

2. Automobile bodily injury and property damage liability insurance in the minimum amount of \$500,000. Evidence of such insurance shall be provided to the Metro Regional Parks and Greenspaces Department.
3. Contractor shall comply with the Oregon Workers' Compensation law (ORS 656.017) for all subject employees. Evidence of such insurance shall be provided to the Metro Regional Parks and Greenspaces Department.
4. Contractor shall carry an "all risk" property insurance on Contractor's property and hereby waives all rights of subrogation against Metro and Multnomah County for any loss of Contractor's property, however caused. Metro hereby waives its subrogation rights against the Contractor except for claims under \$100,000 caused by the negligence of Contractor and/or users.
5. If Contractor serves alcohol, a liquor liability policy must be purchased in the minimum amount of \$1,000,000 and Metro/Multnomah County listed as an additional insured as stated above.

**G. Records, Reports, and Payments to Metro:**

1. Contractor shall pay Metro a to-be-determined percentage of monthly gross receipts, from food concession, mobile concession and catering of special events. Potential Contractor must propose and specify the percentage return to Metro. Currently, Metro has collected 18.5% of gross revenues or an average of \$3,887 per season, since 1990.
2. Contractor shall pay Metro a to-be-determined percentage of monthly gross receipts from goods and sundry sales. Potential Contractor must propose and specify the percentage return to Metro. Currently, Metro requires 12.5% of gross revenues from retail and sundry sales.
3. Contractor shall pay Metro a to-be-determined percentage of monthly gross receipts from catering large groups and company picnics, and total picnic services. Currently, Metro requires 9% of gross revenues from said services.

4. Contractor shall pay a to-be-determined percentage of monthly gross receipts, from alcoholic beverage sales at the "Music By Blue Lake" Summer Concert series. Metro believes 25% is reasonable for this service. (In the past, alcoholic beverage sales were not separated from other services).

**NOTE:** Upon implementation of contract, Metro Council will impose a 7.5% excise tax on all gross product sales, rental fees and service charges. Proposer should take this into consideration in lieu of this requirement.

5. Contractor shall keep complete and accurate records of all business transactions. Monthly reports and payments must be submitted to the Park Director by the tenth (10th) of each month for the preceding month's operations.

The specific type(s) of reports will be determined during actual contract negotiations.

If payment is later than the designated 10 days, a 1-1/2% monthly interest rate will be charged for late payment.

Payments are to be made payable to "Metro Regional Parks," and submitted to Metro Regional Parks and Greenspaces, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736.

6. Metro shall have access to such books, documents, papers, and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. At the discretion of Metro, an audit of Contractor's records may be performed.
7. Contractor shall supply to Metro annual certified financial statements of concession profits and losses, and a copy of Contractor's federal income tax filing covering income as a result of the food concession contract.

H. Telephone:

Contractor shall supply telephone service to the concession building, at no Metro expense. (A phone is available in the building, however, the Contractor needs to arrange and pay for all services.)

**I. Promotions:**

Contractor will actively market and promote catering, picnic and event planning services, with prior Metro approval, and at no cost to Metro. However, Metro will enclose Contractor's marketing information, (about their available services), within our group picnic information packets sent to all large groups and companies reserving space at Blue Lake and Oxbow Parks. Contractor's information--supplied by Contractor--will be limited to one (1) double-sided 8-1/2" x 11" sheet, triple folded, to fit in Metro's standard business envelope. Anything more will require Contractor to share the cost of postage.

**NOTE:** Although state equal access laws opens Metro's group picnic reservation book to the public, the above Metro service allows Contractor's information to, potentially, be the first each client will review. Therefore, Contractor's document should be as thorough and concise as possible.

**J. Performance and Payment Bond:**

For the faithful and punctual performance of the contract, including the payment of money to Metro, Contractor shall furnish to Metro a Performance and Payment Bond when the contract is signed in the penal sum of Five Thousand and no/100 Dollars (\$5,000.00), to be approved by Metro. The Performance and Payment Bond condition that Contractor faithfully, punctually and truly observe the terms, provisions, conditions, stipulations, and requirements of the contract incorporating these specifications in all respects, and shall faithfully observe all laws, ordinances, regulations, and orders of the State of Oregon and Metro and the agencies and bureaus thereof directly governing or applicable to Contractor's performance under said contract, and shall make payment promptly as due all persons supplying to Contractor equipment, supplies, labor, or materials for the concession operations under said contract.

Such Performance and Payment Bond shall also provide that no change in the terms or provisions of said contract, without notice to the surety, shall impair the obligation of the bond; and that this obligation shall continue to bind the said Contractor as principal and the surety notwithstanding waiver by Metro of a breach or successive breaches of said contract by Contractor. Said Performance and Payment Bond shall further provide that no termination or cancellation of said Performance and Payment Bond shall relieve the surety from his or its obligation for the performance by Contractor as principal of any and/or all provisions of said contract as to concession operations by Contractor prior to the termination or cancellation.

## **METRO RESPONSIBILITIES**

### **A. Operations:**

1. Metro shall grant to Contractor the exclusive food and beverage franchise at Blue Lake Park for the terms outlined in this contract.
2. Metro will provide a concession building of approximately 2,025 sq. ft. adjacent to the Children's Center from which Contractor shall conduct business. Said building contains: one (1) walk-in cooler; one (1) walk-in freezer; one (1) double glass-door upright freezer; two (2) double stainless steel sinks; one (1) triple stainless steel sink; overhead exhaust fan with fire extinguishing system.
3. Metro shall provide normal Park security services and monthly business reporting forms.
4. Metro shall establish consistent months, days, and hours of Park operations.
5. Metro shall review and approve if satisfactory: months, days and hours of concession operation, the nature and price of goods and services available through Contractor, and personnel training and safety qualifications.
6. No Metro employees, except the Regional Park Supervisor, Maintenance Supervisor and Park Rangers are allowed in the concession building. All Metro employees are expected to pay for food at the time of purchase, versus establishing any kind of a food tab.

### **B. Maintenance:**

1. Metro shall perform routine maintenance of concession building and shall be limited to the building exterior, and plumbing and electrical facilities as provided. Repairs to facilities necessitated by Contractor neglect shall be the responsibility of the Contractor.
2. Metro shall provide electrical power, water and sewer services to the concession building at no cost to the Contractor, and provide lighting of the concession area.
3. Metro shall provide garbage pickup. All trash must be placed in pre-designated service areas for removal by Metro. (Any polystyrene foam food products must be recycled and delivered by the Contractor to an appropriate recycling business); corrugated cardboard boxes will be flattened and placed in pre-designated service areas for removal by Metro.)

C. Promotions:

Metro shall review and approve all promotional strategies prior to implementation. Such approval shall not be unreasonably withheld.

**CONTRACT TERM AND OPERATING SCHEDULE**

- A. Contract starting date is May 1, 1995, and shall extend through April 30, 1996. Contract may be renewed annually with a maximum of four (4) renewals upon mutual written consent of Metro and Contractor.
- B. Contract may be terminated either by Metro or Contractor upon thirty (30) days written notice by either party. However, contract may also be terminated at anytime upon 24 hours notice for material breach of any of Contractor's obligations under this Agreement. (This immediate termination may be limited to certain breaches, e.g., dishonesty, failure to protect Metro property, failure to account for absence over a stated time.) Termination under any provision of this paragraph shall not affect any right, obligation or liability of Contractor or Metro which accrued prior to such termination.
- C. Metro certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract through June 30, 1995.
- D. As this contract crosses Metro's fiscal year at July 1, 1995, funding after June 30, 1995 is dependent upon future funds being approved by Metro Council. If such approval is not forthcoming, Metro will provide 30 calendar days written notice to terminate this Agreement.
- E. Concessionaire shall operate a minimum of five (5) months per year from May through September. Concessionaire shall not operate more than six (6) months per year, from May through October, without prior written approval of Metro, (refer also to Page 6, Section B-3).

During June, July, and August through Labor Day--open daily.

April, May, and September after Labor Day--open weekends and holidays.

Contractor shall be required to conspicuously post: product prices, hours and days of operation, (that are consistent with Park operating hours) with Contractor name and phone number included. All signage must be approved by Metro.

Recommended hours are from 11:00 a.m. to a minimum of 7:00 p.m. The food concession building will open for a minimum of three (3) hours, (e.g., 11:00 a.m. - 2:00 p.m.), daily. Deliveries must be scheduled during regular park operating hours and when the Contractor's staff is on-site to receive.

## **RELATIONSHIP OF CONTRACTOR TO METRO**

Contractor's relationship to Metro shall be that of an independent contractor for all purposes and shall be entitled to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified.

Metro is not, by virtue of this Agreement, a partner or joint venturer with Contractor in connection with the operations or activities of Contractor under this Contract, and Metro shall have no obligation with respect to Contractor's debts or other liabilities.

All premises and facilities and equipment to which the Contractor is granted exclusive, temporary, or rental use will at all times remain the property of Metro.

### **A. Subcontracts or Assignment:**

There are no subcontractors involved in this service. If there were, these businesses would be subcontractors of Contractor and will not be employees of Metro, and Metro shall have no responsibility for payment of any fees to the subcontractors. Except as above set forth, Contractor shall neither subcontract with others for any of the work prescribed herein, nor assign any of Contractor's rights acquired hereunder without obtaining prior written approval from Metro; Metro by this Agreement incurs no liability to third persons for payment of any compensation provided herein to Contractor.

## **BANKRUPTCY/INSOLVENCY**

It is understood and agreed by the Contractor and Metro that, in the event that Contractor shall be adjudged as bankrupt, either voluntarily or involuntarily, this Agreement, at the option of Metro, shall at once cease and terminate. Furthermore, if Contractor shall become insolvent or fail in business, or make any assignment for the benefit of creditors, Metro may, at its option, terminate this Agreement. In no event is this Agreement to be treated as an asset in any insolvent or bankrupt estate.

## **FORMAT FOR PROPOSALS**

In submitting proposals, proposer are to be aware that Metro considers proposal content and completeness to be most important. Clean and effective presentations are preferred, with extraneous materials strongly discouraged. Proposals should be submitted in 8-1/2" x 11" format and covers must clearly contain the RFP title and bidder's name.

Proposals shall be prepared using the following format in order to facilitate evaluation:

- Part 1: Letter of Transmittal
- Part 2: Contractor Services and Administration
- Part 3: Personnel
- Part 4: Experience
- Part 5: Financial Proposal and Marketing Plan
- Part 6: Appendices

Each part must be clearly labeled for easy reference.

Part 1: Letter of Transmittal

Shall state proposers name, address, phone number, contact person, date of proposal, and a general conformational statement of submittal to Metro Regional Parks and Greenspaces.

Part 2: Contractor Services and Administration

- A. List all equipment to be installed at the concession facility for food preparation, sale and storage.
- B. Identify and describe the quality of food and beverage items to be sold; include prices and estimated portion sizes along with style of service and delivery to customers.
- C. Describe goods and sundry items to be sold. List prices, sizes/packaging and method of distribution (i.e., vending machines).
- D. Describe the availability and type of mobile concession stands that could be utilized at the swim beach or throughout the Park. List the type and price of food and beverages, plus any goods or sundry items to be sold within the stands.
- E. Describe services to be provided for:
  - 1) "Music By Blue Lake" Summer Concert Series.
  - 2) "Especially for Kids" Summer Program Series.
  - 3) Catering services to group/company picnics.
  - 4) Any promotional ideas and innovations to basic food service operations.

This section must list the full range of services that Contractor will provide in managing the food concession contract.

This section must specify the means of accomplishing the services to be provided and organizational approach to operating and overseeing the food concession. Please explain your plans for scheduling and staffing along with any operational techniques for minimizing long lines.

Other areas include the availability of Contractor to receive calls of interest from the public. Also specify the nature of Contractor's business and employee supervision, accounting, record keeping and cash management techniques. Proposers should demonstrate a clear understanding of Metro's objectives in managing a successful and professional operation and provide a sample of your audit control.

### Part 3: Personnel

Key personnel must be identified in this section with a brief description of their qualifications. Include a list of references for each person with contact persons and telephone numbers. Specify any services to be subcontracted and the name of the subcontractor(s).

### Part 4: Experience

Relevant experience and training in operating a food and beverage concession or similar business must be completely and concisely described by the proposer. Particular emphasis must be placed on recent experience as it relates to the food service industry. The proposer should have had at least two (2) years prior experience in operating concessions of at least 500 customers of similar operations with large food events.

The information provided must demonstrate that the proposer has the appropriate knowledge and background to successfully operate a food and beverage operation. Names, addresses, and telephone numbers of at least three (3) agencies and individuals who are familiar with your operations must be provided as references. (We are also requesting references from two financial institutions with the above noted information.)

Any innovations utilized by the proposer in similar operations and applicable to Blue Lake Park should be described.

### Part 5: Financial Bid and Marketing Plan

Proposer must show itemized forecasts of costs and income resulting from food concession in a table format. Include fee schedule, staff levels, and personnel costs, utilities, materials, and total gross receipts from basic services and sale of other services and merchandise.

**Please note:** This estimate will not be binding.

Bidder must specify the proposed rate of return to Metro from: a) gross receipts from food and non-alcoholic beverage sales, and b) sale of additional goods and sundry items, c) catering services, and d) other services proposed.

List also start up costs, working capital reserved for unanticipated needs, and other cash available. If a loan is necessary, list the source, amount, and include a statement regarding applicant's ability to obtain liability insurance.

In this part, Metro is seeking assurance that proposer has the financial capacity to operate a food concession on a profitable basis. Proposer may comment on the applicability of the fee structure proposed in this RFP.

Proposer will include a draft marketing plan which includes strategies on food concession promotions and advertising for the first year of operations. (These expenses would be paid for and implemented by the Contractor.

#### Part 6: Appendices

Information considered by proposers to be pertinent to this position which was not specifically solicited in Parts 1 through 6, may be placed in an appendix. (Please keep this material to a minimum.)

### GENERAL CONDITIONS

Limitation and Award. This RFP does not commit Metro to award a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept or reject any or all proposals received as the result of this Request for Proposal or to cancel this entire Request for Proposal.

As described later under Contractor Selection, Metro will identify a limited number of proposers who will be requested to provide an oral presentation of their proposal.

Validity Period and Authority. The proposal shall be considered valid for a period of at least 120 days, and contain a statement to that effect. The proposal shall contain the name, title, address and telephone number of the individual(s) with authority to bind the company who may be contacted during the period of evaluating the proposal.

Equal Employment Opportunity. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### CONTRACTOR SELECTION

Proposals received that conform to the proposal instructions described in this RFP will be evaluated by a Selection Committee appointed by the Regional Parks and Greenspaces Director. The Selection Committee will include representatives of Regional Parks and Greenspaces Department and a Metro representative outside of the department.

**Part 1: General Compliance with RFP - 10 Points**

- Format
- Content

**Part 2: Contractor Services and Administration - 25 Points**

- Comprehensiveness of services to be provided.
- Equipment capabilities.
- Menu quality prices and portions.
- Goods and sundry items proposed.
- Mobile stands.
- Business organization and management techniques.
- Supervisory skills and techniques.
- Scheduling and staffing.
- Accounting and cash management systems.
- Understanding Metro objectives in seeking a food concession Contractor.

**Part 3: Personnel - 20 Points**

- Level of qualified staffing.
- Reference check.

**Part 4: Experience - 25 Points**

- Previous experience in food and beverage industry.
- Relevant experience in sales/business operations and working with clients.
- Training and skills related to concession operation and other services to be provided.
- Knowledge acquired that would be useful in administering and promoting Blue Lake food concession services.
- Reference check.

**Part 5: Financial Bid and Marketing Plan - 20 Points**

- Percentage level of gross income specified.
- Potential Metro profitability based on a draft year-long promotional plan.

**TOTAL - 100 Points**

**Interviews:** In addition to the written proposal, the top ranked proposers will be evaluated on their performance in an oral interview conducted by the Selection Committee. Each interview will consist of a presentation (about 1/2 hour) by the candidate, followed by an extensive question and answer period.

Metro reserves the right to select a Contractor based upon evaluation of written proposals only.

EXHIBIT A

**CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS**

I, the undersigned, hereby swear or affirm under penalty of perjury:

(Check one)

\_\_\_\_\_ that I am, to the best of my knowledge, not in violation of any Oregon tax laws.

\_\_\_\_\_ that I am authorized to act in behalf of \_\_\_\_\_  
\_\_\_\_\_; that I have authority and knowledge regarding the payment of taxes, and that \_\_\_\_\_ is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, "Oregon tax laws" means the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

## **NOTICE TO ALL PROPOSERS**

The Personal Services Agreement included herein is a standard agreement approved for use by Metro's General Counsel. As such, it is included for your specific consideration and review during the course of this competitive process.

Any changes in the adopted language must be requested and resolved as part of this process or as a condition attached to the proposal.

**Consider the language carefully!**

Metro reserves the right to:

- Selectively declare any conditioned proposal nonresponsive and reject it without further consideration;

- Reject any or all subsequent requests for modification;

- Interpret insistence upon a contract modification as a refusal to honor the original proposal and reinstitute the evaluation process.

Any reference to Metro, regarding insurance requirements, is understood to also include Multnomah County as per EXHIBIT A's scope of work.

Project  
Contract No.

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and \_\_\_\_\_, referred to herein as "Contractor," located at \_\_\_\_\_.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective \_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed \_\_\_\_\_ AND \_\_\_\_\_/100THS DOLLARS (\$\_\_\_\_\_).
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
  - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDs. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax.

status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor \_\_\_ days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

# BLUE LAKE PARK STATISTICS

	<b>"Music by Blue Lake" Summer Concerts *</b>		
<b>YEAR</b>	<b>TOTAL ATTENDANCE</b>	<b>NIGHTLY AVERAGE</b>	
1990	24,119	3,015	
1991	16,063	2,008	
1992	12,240	1,530	
1993	15,785	1,973	
1994	15,540	1,943	
Average	16,749	2,094	
* 1990 - 94: 8 Concerts			
1995: 6 Concerts; peak weeks and more recognized talent			
			blstat.2

	<b>"Especially for Kids" Summer Program</b>		
<b>YEAR</b>	<b>TOTAL ATTENDANCE</b>	<b>DAILY AVERAGE</b>	
1990	5,090	636	
1991	4,550	569	
1992	4,795	599	
1993	3,205	400	
1994	3,465	433	
Average	4,221	527	
			blstat.tj

## BLUE LAKE STATISTICS

	GENERAL BLUE LAKE ATTENDANCE			FACTORS
YEAR	JUNE	JULY	AUGUST	
1990	63,969	101,532	80,678	Super weather especially July
1991	32,134	98,442	34,158	Swim Beach closed: 8/5/91 to 6/92
1992	39,767	63,015	53,923	Backlash from '91 Swim Beach problems
1993	21,103	30,921	50,364	Cool Spring, Wet July
1994	27,510	69,976	51,534	Good Weather
Average	36,897	72,777	54,131	
				revcrt.2

	FOOD CONCESSION REVENUES			
YEAR	FOOD CONCESSION GROSS REVENUES	% PAYMENT TO METRO	PARK VISITATION	
1990	34,024	6,293	342,190	
1991	18,349	3,313	255,895	
1992	11,875	2,197	197,124	
1993	16,428	3,039	226,262	
1994	24,805	4,589	311,738	
Average	21,096	3,887	266,642	
				Excell.revcrt.tj

Large Bookings Blue Lake

1991		1992		1993		1994	
<b>June</b>		<b>June</b>		<b>June</b>		<b>June</b>	
Girl Scouts	500	Nerco	500	Reynolds	400	Fujitsu	500
Freightliner	1100	Halton	500	Fujitsu	400		
Boeing	700						
Fujitsu	1100						
<b>July</b>		<b>July</b>		<b>July</b>		<b>July</b>	
Tri-Met	1100	Freightline	1100	Halton	600	Kaiser	1000
Reynolds	1000	Woodlawn Pk	500	Familian	400	Port Teachers	1000
MCSO	500	Ore Rd Runners	600	Nationwide	500	Familian	500
Standard Ins.	1050			Woodlawn Pk	500	Woodland Pk	500
Anodizing	850			RR Donnelly	500	Halton	400
Nabisco	950			Fender Music	1000	LDS	700
				Providence	3000	Columbia Bo	600
						Tri Met	1100
						RR Donnelley	500
						Standard Ina	1000
<b>August</b>		<b>August</b>		<b>August</b>		<b>August</b>	
Pepsi Cola	600	Tri-Met	2000	Tri-Met	1100	Burns Brothers	550
Schwabe et al	500	Payless	1000	Schwabe et al	500	Stanley	1000
Payless	950	Schwabe et al	500	Class Reunion	400	Schnitzer	700
Kaiser	650	Ore Remodelers	700	Port Portland	500	Ore Remodelers	700
James River	850	Lane Powell	500	Horizon	1000	Albertsons	650
Port Adventist	900	Pepsi Cola	500	Columbia Box	600	Horizon Air	1000
Ore Steel Mill	950	Anodizing	950	Standard Ins	1000		
		Port Adventist	1000	Pepsi Cola	500		
		Union Pacific	1000	Ore Remodelers	700		
		Horizon	500				
		Norwest	500				
		Class Reunion	600				
		Providence	5000				
<b>September</b>		<b>September</b>		<b>September</b>		<b>September</b>	
Steel Workers	500	Ore Steel Mills	950	EastHill	500	East Hill	500
Intel	950	Standard ins	950	Boeing	1000	Nationwide	500
Horizon Air	950	Boeing	950	Anodizing	1000	Boeing	1000
		Boyd's coffee	500	Physican Lab	550	Market Trans	500
		Ron Tonkin	950	Stanley	1000	Sharp	1000
		Nationwide	500			Bemis corp	850
<b>October</b>		<b>October</b>		<b>October</b>		<b>October</b>	
		Cascade Corp	950			Jantzen	3000
<b>TOTAL</b>	<b>16650</b>		<b>23700</b>		<b>17650</b>		<b>19750</b>

TITLE 10

PARKS AND RECREATION

- 10.10 Park Activities
- 10.15 Park Fees
- 10.20 Park Development Policy
- 10.50 Off-road Vehicles

## CHAPTER 10.10

### PARK ACTIVITIES

10.10.005	Title
10.10.010	Definitions
10.10.020	Policy
10.10.030	Responsibility of enforcement
10.10.040	Park buildings and other property prohibitions
10.10.050	Trees, shrubbery and lawns prohibitions
10.10.060	Animals, bird and fish prohibitions
10.10.070	Pollution of waters prohibited
10.10.080	Refuse and trash prohibitions
10.10.090	Traffic prohibitions
10.10.100	Parking prohibitions
10.10.110	Bicycle prohibitions
10.10.120	Bathing and swimming prohibitions
10.10.130	Boating prohibitions
10.10.140	Fishing prohibited in swimming areas
10.10.150	Hunting and fire arms prohibitions
10.10.160	Camping permit required
10.10.170	Prohibited games
10.10.180	Horseback riding restricted
10.10.190	Consumption of alcoholic beverages limited
10.10.200	Fireworks and explosives prohibited
10.10.210	Domestic animals restricted
10.10.220	Soliciting prohibited
10.10.230	Fires limited

10.10.240	Games of chance prohibited
10.10.250	Violent, obscene and excessively loud conduct prohibited
10.10.260	Exhibiting permits required
10.10.270	Interference with permittees prohibited
10.10.280	Vending and peddling restricted
10.10.290	Signs restricted
10.10.300	Park hours
10.10.310	Posting of park rules
10.10.320	Closed areas
10.10.330	Lost and found articles
10.10.340	Permits for camping, group picnics and vending
10.10.350	Permit revocation
10.10.360	Enforcement personnel
10.10.370	Ejectment
10.10.380	Seizure of property
10.10.390	Hearing regarding seized property
10.10.400	Other laws applicable
10.10.410	Severability
10.10.900	Penalties

10.10.005 Title. This chapter shall be known as the Multnomah County Park Rules Ordinance and may be so pleaded and referred to. [Ord. 165 s. 1 (1978)]

10.10.010 Definitions. As used in this chapter, unless the context requires otherwise:

(A) "Board" means the Board of County Commissioners of Multnomah County, Oregon.

(B) "Commission" means the Multnomah County Parks Commission.

(C) "Director" means the Director of the Department of Environmental Services of Multnomah County, and the director's authorized representatives.

(D) "Multnomah County" means the unincorporated areas of Multnomah County, Oregon.

(E) "Park" means a forest, reservation, playground, beach, recreation center or any other area in Multnomah County, owned or used by Multnomah County, and devoted to active or passive recreation.

(F) "Person" means an individual, partnership, company, association, corporation or any other legal entity.

(G) "Vehicle" means any wheeled conveyance, whether motor powered, animal-drawn or self-propelled, including a bicycle, and includes any trailer in tow of any size, kind or description, but does not include baby carriages and vehicles in the service of Multnomah County parks. [Ord. 165 s. 2 (1978); Ord. 360 s. 4 (1983)]

10.10.020 Policy. The board has determined that it is necessary to adopt regulations in order to insure the efficient operation, protection and maintenance of county parks and to protect the health, safety and welfare of the people of Multnomah County and this chapter shall be liberally construed to effectuate this purpose. [Ord. 165 s. 3 (1978)]

10.10.030 Responsibility of enforcement. The director shall be responsible for the enforcement of this chapter and may adopt supplemental rules as provided by this chapter. [Ord. 165 s. 4 (1978)]

10.10.040 Park buildings and other property prohibitions. No person shall:

(A) Willfully mark, deface, disfigure, injure, tamper with or displace or remove, any building, restroom, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities or parts or appurtenances thereof, signs, notice or placards whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, recreation facilities or park property or appurtenances whatsoever, either real or personal.

(B) Dig, or remove any soil, rock, stones, trees, shrubs or plants, down-timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency. Use of metal or mineral locating devices of any kind is prohibited.  
[Ord. 165 s. 5 (A)(1) (1978)]

10.10.050 Trees, shrubbery and lawns prohibitions. No person shall:

(A) Damage, cut, carve, transplant or remove any tree or plant or any part of any tree or plant regardless of whether the tree or plant is dead or alive. Whether dead or alive, use of chain saws is prohibited.

(B) Climb any tree or walk, stand or sit upon monuments, vases, fountains, railing, fences or gun carriages or upon any other property not designated or customarily used for those purposes.  
[Ord. 165 s. 5 (A)(2) (1978); Ord. 433 s. 1 (1984)]

10.10.060 Animals, birds and fish prohibitions. No person shall:

(A) Hunt, molest, harm, frighten, kill, trap, chase, shoot or throw missiles at any bird, fish or other living creature or remove or have in possession any wild animal, bird, fish, or reptile or the eggs or nest of any reptile or bird. However, angling is permitting in designated areas in accordance with applicable rules and regulations as promulgated by the Oregon Department of Fish & Wildlife.

(B) Give or offer to give to any animal or bird any tobacco, alcohol or other nauseous substances.  
[Ord. 165 s. 5 (A-3) (1978); Ord. 433 s. 2 (1984)]

10.10.070 Pollution of waters and soils prohibited. No person shall throw, discharge or otherwise place or cause to be placed in the soils of any County Park or waters of any fountain, pond, lake, stream, bay or other body of water in or adjacent to any park, any matter or thing, liquid or solid, which will or may result in the pollution of those waters or soils.  
[Ord. 165 s. 5 (B)(1) (1978); Ord. 433 s. 3 (1984)]

10.10.080 Refuse and trash prohibitions. No person shall deposit, dump, place or leave any rubbish, bottles, cans, garbage or refuse of any type regardless of its source in a county park or recreation area, except refuse, garbage or litter occasioned through use of those areas which shall be deposited in refuse receptacles provided for that purpose.  
[Ord. 165 s. 5 (B)(2) (1978)]

10.10.090 Traffic prohibitions. No person shall:

(A) Fail to comply with all applicable provisions of the state motor vehicles traffic laws in regard to equipment and operation of vehicles together with such regulations as are contained in this chapter and other ordinances.

(B) Fail to obey all traffic officers and park attendants, which persons hereby are authorized and instructed to direct traffic whenever and wherever needed in the parks and on the highways, streets or roads immediately adjacent to the parks in accordance with the provisions of this chapter and such supplementary rules as may be issued by the director.

(C) Fail to observe carefully all traffic signs indicating speed, direction, caution, stopping or parking, and all others posted for proper control and to safeguard life and property.

(D) Drive any vehicle on any area except the park roads or parking areas or such other areas as may be specifically designated by the director.  
[Ord. 165 s. 5 (C)(1) (1978)]

10.10.100 Parking prohibitions. No person shall:

(A) Park a vehicle in other than an established or designated parking area or not comply with the posted directions and with instructions of any attendant who may be present at an established or designated parking area.

(B) Double park any vehicle on a road or parkway unless directed by a park attendant.

(C) Leave any vehicle parked in any County Park area after normal park operation hours without first obtaining permission from the park attendant.

[Ord. 165 s. 5 (C)(2) (1978); Ord. 433 s. 4 (1984)]

10.10.110 Bicycle prohibitions. No person shall:

(A) Ride a bicycle on other than a vehicular road or path designed for that purpose. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area or wooded trail or on any paved area reserved for pedestrian use.

(B) Ride a bicycle other than on the right-hand side of the road paving as close as conditions permit. Bicycles shall be kept in single file when two or more are operating as a group. Bicyclists shall at all times operate their bicycles with reasonable regard to the safety of others, signal all turns, pass to the right of any vehicle they are overtaking and pass to the right of any vehicles they may be meeting.

(C) Leave a bicycle in a place other than a bicycle rack or provided place and there is space available.

(D) Ride a bicycle on any road between 30 minutes after sunset and before 30 minutes before sunrise without an attached headlight plainly visible at least 200 feet in front of, and without a red taillight or reflector plainly visible from at least 100 feet from the rear of, the bicycle.

[Ord. 165 s. 5 (D) (1978)]

10.10.120 Bathing and swimming prohibitions. No person shall swim, bathe or wade in any waters or waterways in or adjacent to Blue Lake Park, except in such waters and at such time and places as are designated and in compliance with this chapter or rules adopted under this chapter.

[Ord. 165 s. 5 (E)(1) (1978)]

10.10.130 Boating prohibitions. Except as provided in subsections (a) through (c), no person shall bring into or launch any watercraft of any type from Blue Lake Park. Boating activities shall be in accordance with applicable rules of the State of Oregon.

(a) Watercraft belonging to residents whose property adjoins Blue Lake. Such watercraft shall be identified by the current decal and number of the Interlachen Homeowners Association.

(b) Watercraft for rent at the Park.

(c) Privately owned watercraft between October 1st and April 30th of each year provided that they shall not exceed 14 feet in length (17 feet for canoes), and 3.0 horsepower in motor capability for the purpose of angling in accordance with rules promulgated by the Oregon Department of Fish and Wildlife.  
[Ord. 165 s. 5 (E)(2) (1978); Ord. 312 s. 1 (1982); Ord. 485 s. 1 (1985)]

10.10.140 Fishing prohibited in swimming areas. No person shall fish in any designated swimming area.  
[Ord. 165 s. 5 (E)(3) (1978)]

10.10.150 Hunting and firearms prohibitions. No person shall discharge a firearm, air rifle, spring gun, bow and arrow or other weapon in or over any park except for areas specifically designated for that purpose. All weapons which are brought into County Parks shall be completely unloaded and kept in the owners vehicle at all times.  
[Ord. 165 s. 5 (E)(4) (1978), Ord. 433 s. 5 (1984)]

10.10.160 Camping permit required. No person shall camp overnight or longer, and in no event longer than five consecutive days, in any park except at such times and places as shall be specifically provided for without first obtaining a camping permit from the director. Persons under the age of majority must be accompanied by an adult.  
[Ord. 165 s. 5 (E)(5) (1978)]

10.10.170 Prohibited games. No person shall take a part in or abet the playing of any games involving thrown or otherwise propelled objects such as stones, arrows, sharp objects, vehicles, javelins or power-projected model airplanes except in areas set apart for those forms of recreation.  
[Ord. 165 s. 5 (E)(6) (1978)]

10.10.180

10.10.180 Horseback riding restricted. No person shall ride a horse except on designated bridle trails. Horses shall be unloaded at designated areas only, thoroughly broken and properly restrained, and ridden with due care, and shall not be allowed to graze or go unattended.  
[Ord. 165 s. 5 (E)(7) (1978); Ord. 433 s. 6 (1984)]

10.10.190 Consumption of alcoholic beverages limited.

(A) Except as provided in subsection (B) and (C) of this section, no person shall bring into or consume alcoholic beverages in any park, provided, however, that the board may, from time to time, designate certain parks or park areas where beer and wine in containers designed for individual consumption may be brought for use in meat preparation or consumption with meals.

(B) The Director may, by issuance of a permit, allow the consumption of alcoholic beverages on the premises of designated facilities when duly licensed by the Oregon Liquor Control Commission.

(C) After securing the proper permit(s) from the Director, alcohol may be consumed in designated areas at Blue Lake Park, Oxbow Park, and Bybee-Howell Territorial Park.  
[Ord. 165 s. 5 (F)(1) (1978); Ord. 312 s. 2 (1982); Ord. 321 s. 1 (1982); Ord. 433 s. 7 (1984)]

10.10.200 Fireworks and explosives prohibited. No person shall bring, or have in possession, or set off or otherwise cause to explode or discharge or burn, any firecrackers, torpedo, rocket or other fireworks or explosives of inflammable material in any park, or discharge them or throw them into any park from adjacent land or highway. This prohibition includes any substance, compound, mixture or article that in conjunction with any other substance or compound would be dangerous from any of the foregoing standpoints. The Director, however, may issue a special fireworks permit in accordance with state law.  
[Ord. 165 s. 5 (F)(2) (1978); Ord. 312 s. 3 (1982)]

10.10.210 Domestic animals restricted. Except for "seeing eye dogs", no person shall bring a dog or other domestic animal into any County Park, on or off leash or within a motor vehicle, except as may be specifically allowed by the director.  
[Ord. 165 s. 5 (F)(3) (1978); Ord. 433 s. 8 (1984)]

10.10.220 Soliciting prohibited. No person shall solicit for any public or private purpose.  
[Ord. 165 s. 5 (F)(4) (1978)]

10.10.230 Fires limited. No person shall:

(A) Build or attempt to build a fire except in such areas and under such rules as may be designated by the director. All fires shall be completely extinguished after use.

(B) Drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material, within any park or on any highway, road or street abutting and contiguous to any park.  
[Ord. 165 s. 5 (F)(5) (1978)]

10.10.240 Games of chance prohibited. No person shall gamble, or participate in or abet any game of chance.  
[Ord. 165 s. 5 (F)(6) (1978)]

10.10.250 Violent, obscene and excessively loud conduct prohibited. No person shall engage in, promote, instigate, encourage, aid or abet fighting or similar violent conduct which would threaten the physical well-being of the public, use obscene language, make obscene gestures or cause excessive amplified or nonverbal noise.  
[Ord. 165 s. 5 (F)(7) (1978)]

10.10.260 Exhibiting permits required.

(A) No person shall fail to produce and exhibit any permit from the director the person claims to have, upon request of any authorized person who shall desire to inspect the permit for the purpose of enforcing compliance with any ordinance or rule.

(B) No person shall fail to clearly display, at all times, proof of entrance and/or parking fee payment on the dashboard of the person's vehicle so that such proof is plainly visible from the exterior of the vehicle.  
[Ord. 165 s. 5 (F)(8) (1978); Ord. 433 s. 9 (1984)]

10.10.270 Interference with permittees prohibited. No person shall disturb or interfere unreasonably with any person or party occupying any area, or participating in any activity, under the authority of a permit.  
[Ord. 165 s. 5 (F)(9) (1978)]

10.10.280 Vending and peddling restricted. Except as expressly provided in this chapter, no person shall expose, advertise or offer for sale any article or thing, or station or place any stand, cart or vehicle for the transportation, sale or display of any article or thing, unless the person is a regularly licensed concessionaire acting by and under the written authority of the Director.  
[Ord. 165 s. 5 (G)(1) (1978); Ord. 312 s. 4 (1982); Ord. 360 s. 5 (1983)]

10.10.290 Signs restricted. No person shall paste, glue, tack, or otherwise post any sign, placard, advertisement or inscription whatsoever in a park or erect or cause to be erected any sign whatever on any public lands or highways or roads adjacent to a park except upon permission of the director, unless the person is a regularly licensed concessionaire acting by and under the written authority of the board.  
[Ord. 165 s. 5 (G)(2) (1978)]

10.10.300 Park hours. Except for unusual or unforeseen circumstances and emergencies, park hours are as follows:

(A) Blue Lake Park

Summer Hours (April 1 to October 1): <sup>8:00</sup>~~10:00~~ A.M. to legal sunset.  
Winter Hours (October 1 to March 31): <sup>8:00</sup>~~10:00~~ A.M. to legal sunset.  
Park closed Mondays, Tuesdays, all holidays.

(B) Oxbow Park

Summer Hours (April 1 to October 1): 6:30 A.M. to legal sunset.  
Winter Hours (October 1 to March 31): 7:00 A.M. to legal sunset.

(C) All other parks: 7:00 A.M. to legal sunset.  
[Ord. 165 s. 6 (A) (1978); Ord. 312 s. 5 (1982); Ord. 433 s. 10 (1984)]

10.10.310 Posting of park rules. The rules and provisions for use and administration of parks, notice of those rules or summaries of those rules shall be kept posted within the main entrance of each park or at suitable other locations.  
[Ord. 165 s. 6 (B) (1978)]

10.10.320 Closed areas. Any section or part of any park may be declared closed to the public by the director at any time and for any interval of time, either temporarily or at regular and stated intervals, daily or otherwise, and either entirely or merely to certain uses, as the director shall find reasonably necessary.  
[Ord. 165 s. 6 (C) (1978)]

10.10.330 Lost and found articles. The finding of lost articles by park attendants shall be reported to the director who shall make every reasonable effort to find and return lost articles and dispose of unclaimed articles as prescribed by law.  
[Ord. 165 s. 6 (D) (1978)]

10.10.340 Permits for camping, group picnics and vending. A permit shall be obtained, as indicated, before participating in the following park activities:

(A) In those parks where overnight camping is allowed a permit shall be obtained from the park attendant at the park.

(B) Except for group picnics in unreserved areas, a permit must be secured from the director for any organized event consisting of more than 25 persons.

(C) Before a person may act as a concessionaire at a park, the person must submit an application to the director in such form as the director shall require. The application shall be presented to the board for its consideration and the applicant will be notified as to the acceptance or rejection of the application.

(D) The requirements of this section that a permit be obtained before a person may act as a concessionaire shall not apply to fundraising activity of the Commission for parks purposes; within those parks defined in this section as "neighborhood parks". Provided, however, the Parks Commission shall coordinate its fundraising activities with the Park Director.

(E) "Neighborhood parks" are those parks marked "neighborhood park" on the map included as an Appendix to this chapter.

(F) The addition or deletion of neighborhood parks on the map referred to in subsection (E) shall be done by the Board by ordinance.  
[Ord. 165 s. 6 (E)(1) (1978); Ord. 360 s. 7-9 (1983); Ord. 433 s. 11 (1984)]

10.10.350 Permit revocation. The director shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance, or upon good cause shown.  
[Ord. 165 s. 6 (E)(2) (1978)]

10.10.360 Enforcement Personnel.

(A) The director and the director's authorized representatives shall, in connection with their duties imposed by law, diligently enforce the provisions of this chapter.

(B) No person shall interfere with any authorized person in carrying out of the enforcement of this chapter or rules adopted under this chapter.  
[Ord. 165 s. 7 (A-B) (1978)]

10.10.370 Ejectment. The director and the director's authorized representatives shall have the authority to eject from the park any person acting in violation of this chapter or the criminal laws of the State of Oregon.  
[Ord. 165 s. 7 (C) (1978)]

10.10.380 Seizure of property. The director and any of the director's authorized representatives shall have the authority to seizure and confiscate any property, thing or device in the park, or used, in violation of this chapter.  
[Ord. 165 s. 7 (D) (1978)]

10.10.390 Hearing regarding seized property.

(A) Persons who have had any property, thing or device confiscated under MCC 10.10.380 may request an immediate hearing by filing a written request for hearing with the director.

(B) The director shall, upon receipt of request for immediate hearing, promptly notify the board and the board shall set a time and place for hearing at the earliest possible time and promptly notify the person requesting hearing as to the time and place for the hearing.

(C) The person requesting the hearing and the director may make argument, submit testimony and written briefs, cross-examine witnesses and submit rebuttal evidence on matters pertinent to the issue to be determined.

(D) All hearings shall be recorded in a manner which will allow for a written transcription to be made and all materials submitted at the hearing shall be retained by the board for a period of at least two years.

(E) Failure of the person requesting hearing to appear at the hearing shall constitute a waiver of the right to a hearing.

(F) If the board determines there was a wrongful confiscation of property, the property shall be returned to the person requesting the hearing or if the property has been destroyed, restitution shall be made.

(G) The board shall issue its order at the earliest possible time after the hearing and shall mail a copy of the order to the person requesting the hearing.  
[Ord. 165 s. 7 (D)(1) (1978)]

10.10.400 Other laws applicable. This chapter shall in no way be a substitute for or eliminate the necessity of conforming with any and all state laws and rules and other ordinances which are now or may be in the future in effect which relate to the activities regulated in this chapter.  
[Ord. 165 s. 10 (1978)]

10.10.410 Severability. If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by a court of competent jurisdiction, that portion shall be considered a separate, distinct and independent provision and the holding shall not affect the validity of the remaining portion of this chapter.  
[Ord. 165 s. 11 (1978)]

10.10.900 Penalties. Any person convicted of a violation of this chapter shall be punished by a term of not more than one year or by a fine of not more than \$500, or both. Each day of a continuous violation of this chapter shall be considered a new, separate and distinct violation.  
[Ord. 165 s. 8 (1978)]