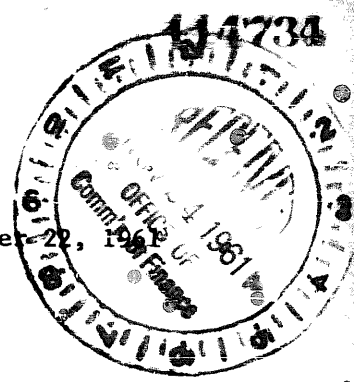


CITY OF PORTLAND
INTER-OFFICE CORRESPONDENCE
(NOT FOR MAILING)



November 22, 1961

From Bureau of Parks
To Department of Finance
Addressed to Commissioner Ormond R. Bean
Subject Awarding of concession rights at Westmoreland Park to the Portland Amateur Baseball Association

Dear Commissioner Bean:

The Portland Amateur Baseball Association through its president, John Higginbotham, has requested the concession rights at Westmoreland Park for the next year. They seek an arrangement similar to that which now exists at Lent Park.

The present concession contract with a private individual expires this coming March 31st, and April 1st would be the appropriate time to enter into a new contract.

The Baseball Association has been doing a satisfactory job at Lent Park and, because their profits are "plowed" back into the baseball program, I would recommend that they be given the contract for a year and an option for an extension of a similar period.

Very truly yours,

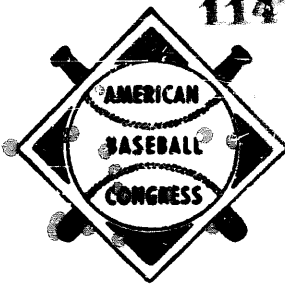
Harry B. Buckley
Superintendent of Parks

HBB:mg

*OK
for similar act.
JTB.*

Park Bur

7105



Portland Amateur Baseball Assn.

October 6, 1961

Mr. Harry B. Buckley
Superintendent of Parks
1107 S.W. 4th Avenue
Portland, Oregon

Dear Mr. Buckley:

Our organization is looking forward to further development of baseball facilities at Delta Park. We understand that the plans call for two more ball diamonds on the area. We are anxious to see these developed by next Spring, if possible. There is some money in our Concession and Field accounts that could be applied for this purpose. Also, we are interested in developing some plan to prevent the loss of baseballs on the present existing diamond.

We understand the City in contemplating rest rooms and dressing facilities at Delta Park. We heartily endorse this move as it is badly needed in this area.

This organization is also interested in securing the Concession rights at Westmoreland Park for next year. We feel that we have proved our ability to operate a proper concession outlet by our Lents Park concession. The funds derived from these concessions can be another source of revenue to assist in additional baseball facilities as they are needed in the future. We would like to explore this possibility with you at an early date.

*OK
JTB*

Sincerely yours,

John Higginbotham

John Higginbotham
President

RECEIVED

OCT 10 1961

BUREAU OF PARKS &
PUBLIC RECREATIONS
No. _____

~~CONFIDENTIAL~~
A G R E E M E N T

~~THIS AGREEMENT~~ made this _____ day of _____ 1962, between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called "City," and the PORTLAND AMATEUR BASEBALL ASSOCIATION, a nonprofit corporation, organized and existing pursuant to the laws of the State of Oregon, hereinafter called "Association,"

W I T N E S S E T H:

WHEREAS, the City desires to have the concession at Westmoreland Park operated for the public benefit of the City of Portland, and

WHEREAS, the Portland Amateur Baseball Association is a nonprofit corporation organized and existing pursuant to the laws of the State of Oregon whose purpose and function is to aid in every way possible the growth and development of amateur baseball; and

WHEREAS, both the City and the Association desire to have the Association operate the concession at Westmoreland Park so as to give the greatest value to the people of Portland in service available and at the same time to devote the profits from such operations to the improvement, betterment and development of amateur baseball; now, therefore,

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. The Association shall have the exclusive privilege of operating, and shall provide personnel to operate, the concession at Westmoreland Park, hereinafter referred to as the "Park" for a period of two (2) years, commencing April 1, 1962 and terminating March 31, 1964

2. The Association shall operate the concession in a careful, efficient manner, utilizing good business practices, in order that a reasonable return for the benefit of the baseball program may be realized from the operation while providing the best possible service to the spectators at the Park.

3. The concession shall be confined to the area heretofore so used or existing, or such area as may be determined by the Superintendent of Parks. The City shall be under no obligation to furnish shelter, equipment, furniture or fixtures in addition to that now existing.

4. The City shall furnish water and electricity necessary in the operation of the concession.

5. The Association shall employ all persons necessary to operate the concession.

6. The Association shall pay all bills, wages and other expenses in connection with all goods, services or other material furnished or used in the operation of the concession, which the City has not specifically agreed to furnish or provide.

7. The Association shall establish the price and quality of all goods and services provided by it in connection with this agreement. The Commissioner in charge of the Bureau of Parks, or his authorized representative, may, however, review such prices and quality of goods and may set a price or quality different from that established by the Association. The Association may appeal any such change of price or quality to the Council. The decision of the Council, or if there be no appeal, the decision of the Commissioner in charge of the Bureau of Parks, shall be final.

8. The Association shall establish the hours and days during which the concession may operate. The Commissioner in charge of the Bureau of Parks, or his authorized representative may review the times established by the Association and may set different times for the operation of the concession. The Association may appeal any such change of hours or days to the Council. The decision of the Council, or if there be no appeal, the decision of the Commissioner in charge of the Bureau of Parks, shall be final.

9. The Association shall pay to the City ten per cent (10%) of its annual gross revenues from the operation of the concession.

10. The Association shall keep accurate and sufficient records of all business transactions relating to this agreement, and such records shall be available for inspection by any authorized representative of the City at all reasonable times. All receipts and expenditures of the Association in connection with this agreement shall be segregated from other receipts and expenditures of the Association.

11. The Association shall submit to the Council of the City of Portland a semi-annual financial statement of its operations, under this agreement, certified by a certified public accountant licensed to do business in the State of Oregon.

12. All net profits arising from the operation of the concession shall be used solely for projects or uses approved by the City as hereinafter provided.

The Association shall submit the proposed project or use to the Commissioner in charge of the Bureau of Parks. The Commissioner shall present to the City Council for approval or disapproval any project or use not requiring expenditures of \$5,000 or more. The Commissioner in charge of the Bureau of Parks shall approve or disapprove the use of these funds requiring the expenditure of less than \$5,000. The City shall give notification to the Association in writing as to its approval or disapproval of these expenditures, provided that no expenditure of these funds for any project or use shall be made until such project or use has been approved by the City. The Association may proceed with the project or use and make expenditures therefor from these funds upon written notification of approval of the project or use by the City.

13 In the event that this contract is terminated or not renewed by either party, all profits to the Association resulting from the operation of the concession after payment of debts and obligations incurred in the operation, including reserves, shall be deposited in a trust account with the City Treasurer to be devoted to purposes and uses consonant with the improvement, betterment and development of the amateur baseball program. The City Council shall make expenditures from such trust fund consistent with the purposes of the trust. The Association shall have the right to make recommendations to the Council as to the purposes for which the trust funds should be used.

14. None of the receipts from the operation of the concession herein shall ever be distributed to the members, officers or trustees of the Association, except as reasonable compensation for services directly rendered in the operation of the concession or for goods or materials actually furnished by the Association for use in the operation of the concession. The members, officers, or trustees of the Association shall not receive compensation for their services as such, but only for regular and direct services rendered in connection with the operation of the concession which would reasonably be considered employment.

15. No part of the net earnings from the operation of the concession herein shall inure to the benefit of any private individual or person, or be devoted to carrying on propaganda or otherwise attempting to influence legislation, nor shall the Association or any other person use such revenues to participate in or intervene in (including publishing or distributing of statements) any political campaign on behalf of any candidate for public office or any issues presented to the public at any election.

16. The Association shall provide compensation insurance for all of its employes in accordance with the statutes of the state of Oregon and shall further insure the Association against all liability by insurance in a company or companies licensed to do business in the State of Oregon in amounts of not less than \$100,000 for any one personal injury, not less than \$500,000 for any single accident, and not less than \$10,000 for property damage, and such other insurance as the City may require. Such insurance shall name as additional insureds the City of Portland, its officers, agents and employes, shall provide for ten (10) days notice to the City before cancellation, and shall be subject to the approval of the City Attorney as to form and adequacy of coverage.

17. The Association shall not lease, sublease, license or contract or subcontract for the operation of the concession without the written consent of the Commissioner in charge of the Bureau of Parks.

18. The Association shall comply with all applicable laws and ordinances pertaining to the operation of concessions and public contracts and with all orders and regulations issued by the Commissioner in charge of the Bureau of Parks, relative to the operation of the public parks, and shall not use or display any signs advertising, or any promotional material, ideas, etc. without the approval of said Commissioner.

19. Either party to this agreement may terminate this agreement for failure of the other to comply with any of the terms and conditions hereof by giving sixty (60) days written notice to the other.

20. The Association shall have the right to renew this agreement for an additional two (2) year period, providing it gives written notice of its desire to do so at least sixty (60) days prior to the expiration date provided herein.

21. This agreement may be reviewed and renegotiated as to all terms and conditions at the end of one (1) year at the written request of either party hereto and may be terminated upon failure of the parties to mutually agree at that time. In the event of termination, the terms and conditions of this agreement shall apply as to the disposition of funds and other provisions applicable to termination. If neither party requests a review or renegotiation of this agreement, as provided herein, all the terms and conditions of this agreement shall remain in full force and effect until the end of the contract period.

22. For the faithful and punctual performance of this service contract, the Association may be required by the City, by written notice from the Commissioner in charge of the Bureau of Parks, to furnish to the City at any time during the operation of

this contract a good and sufficient bond in the penal sum of FIVE THOUSAND (\$5,000.00) DOLLARS, to be approved by the Mayor of the City of Portland, conditioned that said Association will faithfully and punctually comply with all of the provisions of this agreement, and will save the City free from all loss or damage that may result from failure so to do; that the Association will fully secure and pay the just claims of all persons, if any there be, furnishing labor and/or materials under this contract, and further conditioned that said Association will fully comply with all of the provisions of the Charter and ordinances of the City of Portland and the laws of the State of Oregon relating to public contracts, insofar as the same are applicable to this agreement.

IN WITNESS WHEREOF, the Association has executed this agreement in triplicate, and the City has caused the same to be executed in triplicate by its Mayor and Commissioner in charge of the Bureau of Parks, all on the day and year first above written and pursuant to Ordinance No.

PORTLAND AMATEUR BASEBALL ASSOCIATION

By _____

(Title)

CITY OF PORTLAND

Approved as to form:

City Attorney

By _____
Mayor

By _____
Commissioner in charge of the
Bureau of Parks

ORDINANCE No. 114734

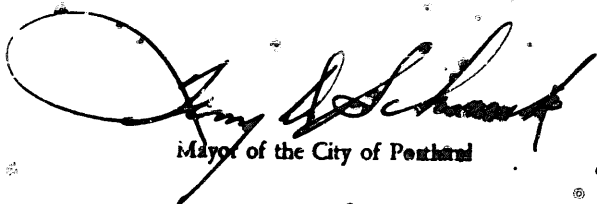
An Ordinance authorizing the Mayor and Commissioner in charge of the Bureau of Parks to enter into a service contract with the Portland Amateur Baseball Association to operate the concession at Westmoreland Park for two years, commencing April 1, 1962, and declaring an emergency.

The City of Portland does ordain as follows:

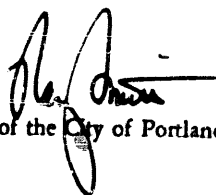
Section 1. The Council finds that the Portland Amateur Baseball Association has offered to operate the concession at Westmoreland Park; that the Portland Amateur Baseball Association is a non-profit corporation whose purpose and function is to aid in the growth and development of amateur baseball in the City of Portland and that the revenue it derives from the operation of said concession will be utilized to further this purpose; and that it is in the best interests of the city to enter into an agreement with said association to operate the concession for a period of 2 years commencing April 1, 1962; now, therefore, the Mayor and the Commissioner in charge of the Bureau of Parks hereby are authorized to enter into a service contract with the Portland Amateur Baseball Association to operate the concession at Westmoreland Park for 2 years commencing April 1, 1962, such contract to be substantially in the form of the agreement attached hereto, marked Exhibit "A," and by this reference made a part of this ordinance.

Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that arrangements may be made for operation of the concession at Westmoreland Park upon expiration of the agreement with the present concessionaires on March 31, 1962; therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage.

Passed by the Council, FEB 14 1962


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No. 588

ORDINANCE No. 113731

Title

An Ordinance authorizing the Mayor and Commissioner in charge of the Bureau of Parks to enter into a service contract with the Portland Amateur Baseball Association to operate the concession at Washington Park for two years, commencing April 1, 1962, and declaring an emergency.

INTRODUCED BY
Commissioner Bean

DRAWN BY
RAB/EG
Date **February 6, 1962**

NOTED BY THE COMMISSIONER

Affairs

Finance **[Signature]**

Safety

Utilities

Works

City Attorney **[Signature]**

NOTED FOR CITY AUDITOR
[Signature]

APPROVED

Date

By **[Signature]** City Engineer

Date

By

THE COMMISSIONERS VOTED AS FOLLOWS:

	Yes	No
Bean	/	
Bevan	/	
Earl	/	
Grayson	/	
Schrunk	/	

FOUR-FIFTHS CALENDAR

Bean	
Bowes	
Earl	
Grayson	
Schrunk	

FILED FEB 8 - 1962

RAY SMITH

Auditor of the CITY OF PORTLAND

By **[Signature]** Deputy