

Attachment A

Acknowledgement of RFQ Conditions for Food Truck / Mobile Vendors on City of Edgewood Property

In the event of a successful award, the submitter acknowledges that:

1. Vendor will be able to comply with the insurance provisions of the City of Edgewood Vendor Agreement and to provide proof of the required insurance naming the City of Edgewood as additional insured.
2. Vendor will have in their possession, or will obtain prior to contract commencement, a valid City of Edgewood Business License Endorsement as well as other permits or licenses required by the State of Washington, Pierce County or other lawful authority.
3. Vendor is fully compliant with the City of Edgewood Food Truck Pilot Program Guidelines, *with the exception that Mobile Vendors without a Food Truck or vehicle do not require Pierce County Fire Prevention Bureau / Mobile Food Preparation Vehicle Inspection Program Participating Jurisdiction approval or Auto Liability Insurance.*
4. Vendor will sell items at the designated location(s) during the designated time(s) after a contract has been executed.

Proposer:

Signature

Date

Name (printed)

Title

Company Name

Attachment B

Agreement For Vending on City Property

This Vendor Agreement ("Agreement") is dated effective this _____. The parties ("Parties") to this Agreement are the City of Edgewood, a Washington municipal corporation ("City"), and _____, ("Vendor").

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, to provide food and beverage services to the general public on City Property commonly known as **LOCATION**; and

B. The Vendor has the requisite skill, experience and equipment necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services. Vendor shall provide food and/or beverage services at the City Property listed above, in a manner consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or their designee.

1.1 Staffing. The Vendor's designated location shall be properly staffed in order to prevent undue delay to the public. Vendor shall plan its staffing in advance and anticipate to the best of its ability any holidays or favorable weather conditions which may require additional staffing.

1.2 Hours of Operation. The Vendor shall remain open during the dates and times agreed upon by the Vendor and City.

1.3 Noise. Excessive noise shall not be permitted. Requests for music or other use of audio equipment shall be approved only by the Mayor or designee.

1.4 Utilities, Taxes and Expenses. Vendor shall pay all costs and expenses associated with their operations.

1.5 Security. The Vendor shall be responsible for the security of Vendor's equipment.

2. Term. The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than **October 30, 2026** ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Vendor.

3. Termination. Prior to the expiration of the Term, the City may terminate this Agreement immediately, with or without cause.

4. Compliance with Laws. Vendor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, including but not limited to the following:

- (i) Federal, state and local health, safety and licensing laws relating to the sale of concession goods;
- (ii) City code provisions requiring any person or entity doing business in the City to obtain a business license;
- (iii) For Food Truck Vendors, participation in the Food Truck Pilot Program and compliance with all the Food Truck Program Guidelines; and
- (iv) For Mobile Vendors with no Food Truck, compliance with all the Food Truck Program Guidelines except Pierce County Fire Prevention Bureau / Mobile Food Preparation Vehicle Inspection Program Participating Jurisdiction approval and Auto Liability Insurance.

5. Warranty. The Vendor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Edgewood by obtaining a City of Edgewood business license endorsement.

6. Independent Contractor/Conflict of Interest. It is the intention and understanding of the Parties that the Vendor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Vendor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Vendor shall pay all income and other taxes as due. Industrial or any other insurance, which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Vendor, shall not be deemed to convert this Agreement to an employment contract.

7. Indemnification.

7.1 Vendor Indemnification. The Vendor agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Vendor, its partners, shareholders, agents, employees, or by the

Vendor's breach of this Agreement. Vendor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Vendor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

7.2 City Indemnification. The City agrees to indemnify defend, and hold the Vendor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

7.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. Insurance. The Vendor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating, which is satisfactory to the City:

- (i) Workers' compensation and employer's liability insurance in sufficient amounts pursuant to the laws of the State of Washington;
- (ii) Commercial general liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death, complete operations, products liability and property damage, and \$2,000,000 Aggregate.
- (iii) For Food Truck Vendors only, Auto liability insurance in the amount not less than \$1,000,000.

The City shall be named as additional insured on all such insurance policies with an endorsement, with the exception of workers' compensation coverage. Vendor shall provide certificates of insurance, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If Vendor's insurance policies are "claims made" or "claims paid", Vendor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated. Vendor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

9. Non-Exclusive Right. This Agreement does not grant Vendor an exclusive right to distribute its products. The City reserves the right to grant to other persons or entities any of the rights contained herein or otherwise.

10. Signs. Vendor shall not place any sign, notice or advertising matter in or about the City's real property, without the City's prior written consent, which consent may be withheld for any reason. If required by City code, Vendor shall obtain all necessary permits in connection with any such signs.

11. General Provisions.

11.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

11.2 Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

11.3 Full Force and Effect. Any provision of this Agreement, which is declared invalid or illegal shall in no way, affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

11.4 Assignment. Neither the Vendor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

11.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

11.6 Attorney Fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be Pierce County, Washington.

11.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

11.8 Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

11.9 Authority. Each individual executing this Agreement on behalf of the City and Vendor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Vendor or the City.

11.10 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

11.11 Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

11.12 Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Concessionaire's performance of this Agreement.

11.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

11.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED the day and year set forth above.

City of Edgewood:

By: _____

Dave Olson, Mayor

Vendor:

By: _____

APPROVED AS TO FORM:

City Attorney