

RESOLUTION NO. 2021 - 1

A RESOLUTION approving the
Amendment to Concession Agreement
between Winthrop Ice and Sports
Rink and the Town of Winthrop.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINTHROP,
WASHINGTON, as follows:

Section 1. The attached Amendment to Concession Agreement between
Winthrop Ice and Sports Rink and the Town of Winthrop is hereby
approved.

Section 2. The Mayor is hereby authorized and directed to execute
the same for and on behalf of the Town of Winthrop.

Section 3. The Town Clerk/Treasurer is authorized and directed to
attest her signature.

PASSED BY THE TOWN COUNCIL this 6th day of January, 2021.

APPROVED:

Sally Ranzau, Mayor

ATTEST:

Michelle Gaines, Clerk/Treasurer

**AMENDMENT TO CONCESSION
AGREEMENT**

This Amendment to Concession Agreement, hereinafter "Amendment", is made and entered into between **WINTHROP ICE AND SPORTS RINK**, a Washington nonprofit corporation, hereinafter referred to as "WISR", and the **TOWN OF WINTHROP**, a Washington municipal corporation, hereinafter referred to as "Town".

RECITALS:

A. The Town and WISR entered into a Concession Agreement to be effective April 1, 2016 and continuing until June 30, 2017 and automatically renewing for four additional one-year terms beginning on July 1st of each subsequent year. Under the Concession Agreement, WISR it to provide certain operation, maintenance and management of the Ice Rink to the Town of Winthrop

B. The Town and WISR entered into an amendment to the Concession Agreement dated January 25, 2019 to revise the annual sum and annual report date to Town.

C. Under the Concession Agreement, WISR is to provide electrical utility for operation of the Rink.

D. The Town and WISR are desirous of amending the Concession Agreement for Town to provide electrical utility for operation of the Rink.

AMENDMENT

For and in consideration of the mutual covenants and conditions contained herein, WISR and Town do hereby agree as follows:

1. Paragraph 6 of the Concession Agreement is hereby amended to add electric utility to the Town of Winthrop responsibility beginning with the electric utility utilized in January 2021.

2. All other terms and conditions of the Concession Agreement and the amendment to the Concession Agreement shall remain in full force and effect.

TOWN OF WINTHROP:

WINTHROP ICE & SPORTS RINK:

BY:

BY:

Sally Ranzau, Mayor

Winthrop Rink Board President

ATTEST:

(Printed Name)

Michelle Gaines, Clerk/Treasurer

6. Responsibilities of Winthrop. Winthrop shall allow WISR unrestricted use and access of the Ice Rink and Trailhead for the purposes set forth herein, and pursuant to the terms and conditions contained herein. Winthrop shall notify WISR of any information, contractual obligations or operational standards brought to Winthrop's attention by any federal, state or local agencies, which bear on the operation, management and maintenance of the Ice Rink. Winthrop shall maintain and clean the one public restroom facility located at the entrance to the Ice Rink. Winthrop shall provide toilet tissue and paper towels for all of the public restrooms at the ice rink facility. As further consideration for the benefit to the public for WISR managing, operating and maintaining the Ice Rink, Winthrop shall pay water and sewer rates for the operation and maintenance of the Ice Rink.

7. Responsibilities of WISR. WISR agrees to manage, maintain and operate Ice Rink including, but not limited to, snowplowing, maintaining walkways and trails, maintaining landscaping and weed control, staffing the ice rink ticket office, selling passes, rental of building space for compatible recreation purposes, providing daily maintenance and operation, and other essential activities necessary for the operation of the Ice Rink. In the performance of these responsibilities, WISR may enter into a separate agreement with another non-profit entity, as needed, so as to define terms, compensation, and responsibilities for the mutual use of Ice Rink facilities and equipment.

WISR shall maintain records of fees received and expenditures made in the operation, maintenance and management of the Ice Rink, and shall make annual reports of the same, for the fiscal year of July 1st through June 30th, to be delivered to the Winthrop Town Council by July 15th of each year during any term herein.

It shall be the responsibility of WISR to pay electrical utility costs for operation of the Ice Rink.

8. Hours of Operation and Scheduling. The parties shall jointly confer and agree on the hours of operation of the Ice Rink, and Winthrop shall provide policy guidance regarding the standards of such operation. WISR shall develop and maintain guidelines for operation of the Ice Rink consistent with the policy guidance from Winthrop.

9. Facility Usage. WISR may use the Ice Rink year round without restriction for all activities related to the organization including, but not limited to, ice skating, roller skating, tournaments, fundraisers and special events. The rules and regulations in Exhibit A shall be incorporated by WISR at the Ice Rink.