

Policy Name: Concession Operations
Section: 3000 Operational: 3100 Administrative
Policy Number: 0000

Purpose: To define standards for the Park District to contract with outside parties for the provision of concession services to the public that are not offered by the Park District and are consistent with the Park District mission.

Reference: None applicable

Policy:

The Park District may opt to contract with concessionaires for the provision of goods or services the District does not offer but has determined to be in the interest of the public if made available to them. Concession operations will only be considered by the District if the following conditions are met:

1. The District has determined that the proposed operation is a needed and desirable service for Park District users.
2. The concession operation is consistent with the Park District's mission, and relative purpose and character of the park or facility where it will be provided, in scope, mode of operation, and appearance.
3. The Concessionaire has submitted a request for proposal that is selected by the Park District.
4. A written agreement as outlined below has been signed by authorized agents of both parties prior to the commencement of services. The Executive Director or his/her designee will be the authorized agent for the Park District.

Request for Proposal

The Park District will provide adequate notice to potential concessionaires to submit their best possible proposals in a competitive environment. Selection criteria will be fully disclosed to all applicants. Any selection criteria weighting or possible variance in determination of fair compensation that is given to specific categories of bidder such as non-profit or local business will also be disclosed in the request for proposals.

Written Agreement

The following provisions will be addressed in the written agreement:

1. The written agreement will include provision for appropriate oversight of the concessionaire operation and stipulations regarding location of operation, pricing, types of goods or services sold, hours of operation, utility and trash responsibilities, signage rules, setup/take down procedures, and insurance requirements.
2. The District will require fair compensation from concessionaire operations as outlined in the written agreement. Additionally, Concessionaire will be responsible for all applicable state and local taxes including Washington State Lease Hold tax.
3. Concessionaires must acquire all governmental permits and licenses prior to the contract period specified in the written agreement. The written agreement will stipulate that during the contract period, all federal, state and local rules and regulations will be strictly adhered to.
4. The written agreement will include a provision stipulating the Concessionaire will be responsible for conducting at his/her expense a criminal background check for any concessionaire personnel who may

have unsupervised contact with children or vulnerable adults, and ensuring that such personnel pass the background check. This must be done prior to the commencement of services.

5. Any major capital investments made by concessionaire in permanent concessionaire-operated facilities will become the sole property of the Park District at the end of the contracted time period unless specified differently in the written contract.

Outside Party Events

It is recognized that there may be instances when concessionaire services are needed by outside parties that have reserved Park District facilities for private events that are not Park District sponsored. When this occurs, such concessionaire services will be specified in the Facility Rental Application, and will be confined to the event area. The party renting the facility will be responsible for providing insurance coverage for the concessionaire operation.