

# PASCO COUNTY PARKS AND RECREATION DEPARTMENT

## POLICIES AND PROCEDURES FOR CONCESSION SERVICES

1. Permits: Permits will be issued on a first-come, first-served basis. Applications for permits may be submitted at the Parks and Recreation Department Administrative Office, 4111 Land O' Lakes Boulevard, Suite 202, Land O' Lakes, Florida, 8:00 a.m. to 4:30 p.m., Monday through Friday. Applications for permits must be submitted a minimum of 14 days prior to desired vending date to allow appropriate time for processing. Permit fees are as follows:
  - a. One-Day Permit: \$10.00 per site.
  - b. Monthly Permit - Gulf Beaches: \$100.00 per category; Elsewhere: \$50.00 per category.
  - c. Exemption: Organized, not-for-profit leagues that operate concessions in conjunction with authorized activity in accordance with the conditions of a Facility Use Agreement are exempt from permitting requirements.
2. Duration of Agreement:
  - a. A One-Day Permit will be issued for the day applied for and is not renewable.
  - b. A Monthly Permit may be extended at the written request of the contractor and with the concurrence of the Parks and Recreation Director, hereinafter referred to as the "Director," on a monthly basis.
  - c. Permits will not be prorated due to weather conditions or transferred to other facilities. Permits are not transferable.
3. Locations: The Director will identify the number and location of concession sites at various parks throughout the County on an as-needed basis. Vendors with motorized concession operation, i.e. vans and minivans, will be required to vend from authorized areas of the parking lot in various parks. On-site staff will direct vendor/vendors to proper areas.

4. Vending Permit: Vendors meeting these guidelines shall be issued a Vending Permit. Said permit shall contain the name, vending category, and location of the vendor, and must be conspicuously displayed at all times.
5. Due Date - Payment of Permit Fees: The permit fee shall be in the form of a check, cashier's check, or money order made payable to the Board of County Commissioners, hereinafter referred to as the "Board." All permit fees are due and payable ten days prior to the first of each month. Permit payments may be made up until five days prior to the first of each month without penalty. Vendor payments delinquent beyond five days prior to the first of each month will be considered a default of the Permit Agreement. **The agreement will be terminated effective immediately and the vendor will remove all equipment from the premises.** No equipment shall be left overnight in the park at any time without written approval by the Director. Any vendor so affected may make a new application for a vending location within the County, but will not be guaranteed his/her prior location.
6. Vendor Categories: There will be four categories of vendors.
  - a. *Category I* - Food, i.e. hot dogs, sandwiches, soda, candy, doughnuts, chips, etc.; Ice cream, ices, popsicles, and other frozen confections.
  - b. *Category II* - Sundries, i.e. rafts, hats, sunscreen, suntan lotion, sunglasses, etc.
  - c. *Category III* - Bait/fishing accessories, i.e. shrimp, squid, sardines, fishing line, hooks, etc.
  - d. *Category IV* - Nonmotorized equipment rentals, i.e. paddle boats, canoes, kayaks, etc.
7. Types of Concession Units:
  - a. Three types of concession units will be allowed. Units shall be self-contained.
    - (1) Typical hot dog cart.
    - (2) Standard size van/minivans.
    - (3) Vending trailers, maximum eight feet wide by 15 feet long by eight feet high.

- b. A photograph of the vending unit must be submitted at time of application. The Director reserves the right to reject application of those units determined to be in disrepair, containing substandard equipment, or not aesthetically acceptable as determined by the Director.

8. Items Featured:

- a. Featured items will include, but are not limited to, popular refreshments such as popcorn, peanuts (limited to shelled and prepackaged), soft drinks, juices, milk, coffee, ices, ice cream, sandwiches, hot dogs, candy, cookies, doughnuts, and chips.
- b. Refreshments must be fresh quality name brands and are to be made available in various package and container sizes.
- c. Beverages will be sold in disposable plastic cups, paper cups, or aluminum cans only.
- d. Upon approval of the Director, items may be discontinued or new items may be introduced during the term of the Concession Agreement.
- e. The Director reserves the right to regulate the number of like vendors based on space available and scope of services needed.
- f. Prohibited items include alcoholic beverages, tobacco products, and chewing gum.

9. Rates to Public:

- a. *Price Changes and Additions* -The Director must approve, in writing, all price changes and the retail prices of new items.
- b. *Prices Posted* - Prices will be posted in plain view of the public and must be a complete list of items sold. If a cash register is being used for cash collection, the amounts being charged to patrons must be visible to patrons and register receipts offered.

10. Conditions of Agreement: The Parks Division Manager and/or the Recreation Division Manager is hereby designated as the Department's agreement manager and shall be responsible for ensuring compliance with the terms and conditions of this agreement, and shall conduct regularly scheduled performance inspections of the concession operation and report its findings to the Department.

11. Custodial Services: The Department agrees to provide custodial services and maintenance for public restrooms within or near the space. Exterior maintenance does not include daily removal of litter in the immediate area (within 50 feet) of the mobile/portable concession unit.
12. Special Events: Special events, as determined by the Director, are not included in this vendor operations permit. When and where it is determined that the vendor will handle the sale of refreshments and/or merchandise at a special event, the vendor must meet with the designated Department staff to establish the exact needs of such function and shall engage appropriate equipment and personnel to properly handle the required catering. Additional revenue return to Pasco County will be required for these functions. Amounts and due dates will be determined on an event by event basis. Permits will be issued on a nonexclusive basis.
- a. *Additional Permit Fees* - The daily additional rental fee schedule for special events space is predicated on the following criteria:
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| Events with expected attendance up to 2,499    | - | \$ 25.00 |
| Events with expected attendance of 2,500-4,999 | - | \$ 50.00 |
| Events with expected attendance of 5,000-9,999 | - | \$ 75.00 |
| Events with expected attendance over 10,000    | - | \$100.00 |
- b. *Payment of Permit Fees* - Payment of permit fees are due upon issuance of vendor permit. The operational hours of these functions may extend beyond the normal park hours and the vendor must meet the time schedule demand. It is advised that the vendor keep informed of planned programs and scheduling through routine checks with the Department. Catering these functions may require the use of suitably adaptable, multiple mobile/portable units and/or tents. The Department reserves the right to contact vendors on the waiting list to provide additional services for special events when it is determined that the capacity of services is beyond the capabilities of the permitted vendor.
13. Cancellation: The Director reserves the right to cancel any agreement by giving ten days written notice to the vendor and a full refund of fees shall be returned to the vendor by the County. The vendor has

the right to cancel any agreement within ten days written notice to the Director. Upon proper notice, a full refund of fees shall be returned by the County to the vendor.

14. Permits and Licenses: The vendor agrees to obtain all permits and licenses necessary for the conduct of the business and agrees to comply with all laws governing the responsibility of an employer with respect to persons it employs. All required permits and licenses must be obtained and presented to the Department prior to commencement of any operation by the vendor.

15. Liability Insurance and Indemnification:

a. *General Liability* - The vendor shall carry General Liability Insurance, including products, premises, and operations, as well as liability exposure in an amount of not less than \$500,000.00 for Categories I-IV and \$1,000,000.00 for Category V, except for special events for bodily injury. Said coverage shall include the interest of Pasco County as additional named insured for injury or property damage arising out of or in connection with the performance of this contract, and such insurance shall not be affected by any other policy of insurance which the County may carry in its own name. The insurance certificate must name "Pasco County Board of County Commissioners" as additional insured. In addition, Progress Energy must be named as additional insured in reference to Anclote River Park and Anclote Gulf Park only.

b. *Workers' Compensation* - The vendor shall also provide and maintain during the life of the contract Workers' Compensation Insurance for the benefit of its employees.

c. *Certificate of Insurance* - A copy of the Certificate of Insurance from an "A" rated company must be furnished to the Department before or upon final execution of the Permit Agreement. Insurance required under this section must be written by an insurer authorized to do business in the State of Florida, and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Rating Guide. Operation cannot be undertaken until such certificate is delivered to the Department and approved by the Pasco County Risk Management Division. The Certificate of Insurance shall provide for notification to

Pasco County not less than ten working days prior to cancelation, termination, or material change in the policy.

d. *Indemnification* -

(1) The vendor will release and discharge Pasco County and any other third-party owners from any and all liability for loss of merchandise, goods, equipment, or other property of the vendor or its agents if lost, damaged, or destroyed by fire, theft, rain, water, storm, riot, civil disobedience, or other causes.

(2) In the event any person, firm, or corporation should sustain damages not covered by the insurance furnished by the vendor as herein provided or in excess of the limits of said insurance, then in that event, the vendor shall indemnify and hold harmless Pasco County, any third-party owners, or any of its employees for all costs, losses, and expenses and damages to persons or property including, but not limited to, judgments and attorneys' fees, and if called upon by the County, shall take over and defend not only itself, but also Pasco County or third-party owners in connection with any such suit or cause of action at no cost or expense to the County or its employees.

e. *Personnel* - The vendor shall be responsible for hiring necessary personnel to adequately staff and operate the regular and special event concessions. It shall comply with all requirements of Federal, State, and local laws relating to minimum wages, Social Security, Civil Rights Act of 1964, Unemployment Compensation, Workers' Compensation, and the Health Department. Employees must observe all applicable rules and regulations.

f. *Employee Dress and Identification* - Employees who have contact with the public must maintain a neat appearance, wearing attire as deemed appropriate by the Department. Employee identification is required by a badge or name tag. If further is required, individual identification may be requested.

g. *Employee Parking* - Parking spaces will be available to employed personnel.

h. *Public Relations* - The vendor and its employees shall exercise courtesy and consideration in dealing with the public. Any unresolved complaints or disputes will be directed to either a staff member of the Department at a nearby recreation facility or the Pasco County Parks and Recreation Administrative Office at (813) 929-1260. The Director or his/her designee shall advise the vendor of any personnel deemed objectionable in appearance or manner and corrective measures are to be taken by the vendor. Failure by the vendor to take corrective measures or a continuing history of complaints may result in termination of this agreement by the Director.

16. Accounting:

a. Vendor shall be responsible for collecting and reporting all sales taxes to the State of Florida.

17. Assignment and Subleasing:

a. *Assignment* - The vendor may not assign any of its rights, obligations, or privileges pursuant to the concession services, permit without the written approval of the Director.

b. *Sublease* - The vendor can. only sublease portions of concessions or park areas for regular or special events with written approval from the Director. No such consent will be construed as making the Department a part of or party to such sublease, or subjecting the Department to liability of any kind to any sublease. No sublease shall under any circumstances relieve the vendor of its obligations under its concession services permit; notwithstanding any such subleasing, the Department shall deal through the vendor only. Sublessee(s) will be dealt with as workers and representatives of the vendor, and as such shall. be subject to the same performance, character, and competence as are the vendor and its employees.

18. The rights and duties of the Department and the vendor pursuant to this policy shall be construed in accordance with the laws of Florida. Any action brought in connection with this policy shall be brought in Pasco County, Florida. The prevailing party shall be entitled to the recovery of its cost and a reasonable attorney's fee.

19. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this policy, shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
20. Nothing herein contained shall construe or be construed as creating a co-partnership between the Department and the vendor or to constitute the vendor as agent of the Department.
21. No part, parcel, building, structure, equipment, or space shall be leased to the vendor. The vendor's right to operate the concession shall continue only so long as the concession operation complies with the terms and conditions of this policy.
22. The vendor must be certain to include a list of featured sale items with proposed prices. List and price structure are subject to review and revision before acceptance of application.
23. The vendor shall cooperate with the Department in conducting surveys, providing reports of visitor contacts, and responding to Department inquiries about public usage of concession services.
24. The vendor's concession facilities and premises may be inspected at any time by authorized representatives of the Department or by any other State, County, or municipal officer or agency having responsibilities for inspection of such operations. The vendor shall undertake immediately the correction of any deficiency cited by such inspectors.
25. The vendor, by acceptance of a permit issued pursuant to this policy, waives all claims for compensation for lose or damage sustained by reason of any interruption in the operation of this concession, including closure of the park during emergencies by any public agency or official; any such interruption shall not relieve the vendor from any obligation herein.
26. The vendor, by acceptance of a permit issued pursuant to this policy, waives all claims for loss or damage resulting from fire, water, tornado, hurricane, or other severe storms, civil commotion, riot, criminal activity, lose, or spoilage, and further waives all rights, claims, and demands, and forever releases and discharges the Board of County Commissioners of Pasco County and its officers and agents from all demands, claims, actions, and causes of action arising from any of the aforesaid

causes. The vendor, by acceptance of a permit issued pursuant to this policy, further waives all claims for loss of revenue or damages resulting from adverse weather conditions.

27. The vendor shall provide authorized services to the public as specified in the permit application, or as otherwise approved in writing by the agreement manager. The vendor shall submit to the Department for prior approval all proposed advertising, brochures, and signs.
28. The vendor shall provide continuing training and evaluation of all employees assigned to the concession operation to ensure an appropriate level of proficiency, a public service orientation, and a good understanding and use of the principles of hospitality. All concession employees will be required to wear attire as deemed appropriate by the Department and name tags or badges at all times while on duty in the parks. The vendor shall replace any employee at the request of the Department for cause. No Department employee or relative of any employee of the Department shall be employed by the vendor without prior written approval of the Department.
29. The vendor shall not permit in the mobile/portable concession the use or storage of materials of any kind which are prohibited in the standard policies of fire insurance companies in the State of Florida.
30. The members constituting the Department and its officers and agents are acting in a representative capacity and not for their own benefit. Neither the vendor nor any occupant shall have any claim against any such members, officers, or agents as individuals in any event whatsoever when they are acting within the guidelines, terms, and conditions set forth herein or when complying with applicable laws, rules, ordinances, or Department directives and procedures.
31. Issuance of a permit pursuant to this policy shall not vest any right in the vendor, and shall be deemed only the grant of a privilege to carry out the terms of this Permit Agreement on park property. If the vendor fails to comply with any of the terms and conditions of this policy or of its permit, the Department staff shall provide written notice of said violation and afford the vendor ten days or until expiration date of the current permit. Upon failure of the vendor to bring the concession operations into compliance or to show good faith effort, the vendor's permit may be revoked effective immediately. Upon revocation, the vendor shall remove his/her equipment and all other parties who may be present upon or occupy

any part of the premises. Continued occupancy of the premises after revocation of the permit shall constitute trespass by the vendor and may be prosecuted as such.

32. The vendor shall not discriminate as per the guidelines under Title VI of the 1964 Civil Rights Act in the providing of services to the public or through its employment practices on the basis of race, color, national origin, age, or handicap. Requests for information regarding Title VI may be made to: The Office of Equal Employment Opportunity, U.S. Department of the Interior, Office of the Secretary, Washington, District of Columbia 20240.
33. In connection with any litigation arising under this policy, the prevailing party shall be entitled to the recovery of its cost and a reasonable attorney's fee.