

THE CITY OF KIRKLAND PARKS & COMMUNITY SERVICES
REQUEST FOR PROPOSAL (RFP)
2014
FOOD AND BEVERAGE CONCESSIONS IN PARKS

Job Number 17-14-PK

The City of Kirkland Parks & Community Services (KPCS) is seeking concession contractors to provide food and beverage services to the public.

Public notice is hereby given that the City of Kirkland has issued the above mentioned Request for Proposals (RFP). The complete RFP, including all submittal requirements, can be found on the City of Kirkland's website at www.kirklandwa.gov. Locate by clicking on "City Purchasing" under "Most Requested". Call 425-587-3123 if unable to access RFP documents online.

Proposals are due no later than **10:00 a.m. on Friday, February 28, 2014**

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. No respondent may withdraw his or her proposal for a period of thirty (30) days from the deadline date specified above.

Barry L. Scott, C.P.M.
Purchasing Agent

**THE CITY OF KIRKLAND PARKS
&
COMMUNITY SERVICES**

REQUEST FOR PROPOSAL (RFP)

2014

FOOD AND BEVERAGE CONCESSIONS IN PARKS

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City of Kirkland Parks & Community Services

Kirkland Parks
experience it!

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TABLE OF CONTENTS

	<u>Page</u>
Section A – General Information	
Purpose of Request.....	4
RFP Selection Process Schedule.....	4
RFP Terms and Definitions.....	4
Section B – Requirements & General Specifications	
RFP Requirements.....	5
RFP Proposals.....	6
Requirements & Fees	6-7
Proposal and Selection Process.....	7-8
Section C – Proposal Questionnaire, Maps & Sample Agreement	
Proposal Questionnaire.....	10
Maps.....	18
Attachment A : Sample Agreement	23-26

SECTION A

GENERAL INFORMATION

A1. This REQUEST FOR PROPOSAL (RFP) represents a publicly advertised and competitively awarded solicitation by the City of Kirkland, Department of Parks and Community Services for Seasonal Food Concession Operator's in selected parks. The Department is seeking and will select concessionaires that best demonstrate the ability to provide innovative, affordable and reliable services to park patrons while paying reasonable concession fees to the City of Kirkland. You are encouraged to offer products that would be complimentary to the existing uses of the park. The department reserves the right to approve or disapprove any proposed business activity. The City of Kirkland will not be liable for any expense or cost associated with the preparation and/or submittal of a vendor's response to this RFP.

If you are awarded a Concessions Permit you may NOT sell, or transfer or give the concession rights to anyone else. You must operate the concession awarded to you.

Seasonal Food Concessions are limited to the following City of Kirkland park locations:
(A contract gives the vendor the right to be included in all special event festivals held at their park location)

- **Marina Park (2)**
- **Peter Kirk Pool**
- **Waverly Beach**
- **OO Denny Park**
- **Juanita Beach (2)**

A2. RFP SELECTION PROCESS & SCHEDULE

The department's proposed schedule for review of the RFP Submittals and final selection of the contractor is as follows:

- January 28th - RFP Packages available
- February 28th - RFP Submittal deadline: 10:00 a.m.
- March 7th - contracts awarded

A5. Terms and Definitions: The following terms are used in this RFP.

a. City: The City of Kirkland, WA, and/or the staff of the City.

b. Vendor, Contractor or Concessionaire: Mobile food service provider that desires to utilize the City of Kirkland Parks for their business.

c. Contract or Agreement: Means the contract or agreement (Attachment A) between the City of Kirkland Parks and selected vendor resulting from this RFP.

d. Proposal: A response to this RFP which includes the submittal elements as outlined in Section B.

e. RFP: This Request for Proposal for food & beverage vendors to work in Kirkland parks.

SECTION B
REQUIREMENTS & GENERAL SPECIFICATIONS

B1. RFP REQUIREMENTS

Please note the following general requirements are mandatory for all proposals. Proposals submitted after the deadline date or lacking one or more of the following requirements will not be accepted.

- Please include your name, business name, address, email address, phone number, and fax number.
- All proposals sent electronically must be in the form of a PDF or MS Word document.

Complete, sign and submit all RFP forms provided by the department. To be evaluated, a proposal must completely answer each question in the questionnaire
Error! Bookmark not defined.

- All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principle place of business, phone numbers and primary contact person. The proposal must be signed by an official who is legally authorized to bind the organization.
- Provide all references and materials required by the RFP instructions.
- **Questions:** Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Jeff Rotter, Park Supervisor, at jrotter@kirklandwa.gov. Questions regarding the RFP process should be addressed to Barry Scott, Purchasing Agent, at bscott@kirklandwa.gov or by phone at 425-587-3123.
- **Submittal Instructions:** Proposals must be submitted no later than **10:00 a.m. on Friday, February 28, 2014.**

We encourage proposals be submitted by email. Emailed proposals should include “**2014 Food & Beverage Concessions in Parks RFP**” in the subject line and be addressed to: purchasing@kirklandwa.gov (Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB).

As an alternate to email, proposals (original and one copy) can be mailed or delivered to:

City of Kirkland
Attn: Barry Scott – **2014 Food & Beverage Concessions in Parks RFP**
123 5th Avenue
Kirkland, WA 98033

B2. RFP PROPOSALS

Proposals should be prepared simply, providing straight forward concise descriptions of the applicant's capabilities to satisfy the requirements of the request. All proposals submitted as email attachments must be in the form of a PDF or MS Word document. If paper proposals are being submitted, they must consist of one original and one copy. All proposals must completely answer each question in the questionnaire on page 8. All applicants are encouraged to visit their desired site prior to submitting a proposal. Sites vary in locations and in description, all of the sites will require mobile units be removed at the end of each business day. Contracts are awarded annually and may be renewed up to three years. The successful bidder will be expected to abide by all City of Kirkland Ordinances, park rules, business licensing and Public Health food service requirements.

Self-contained carts and food trucks are highly desirable. There will be an additional utility fee for concessionaires that require the use of City of Kirkland utilities. Tenant improvement; list any and all desired improvements in the RFP; include items such as: seating, power needs, water, security, etc. It is to be understood any modifications or improvements desired by the bidder shall be installed at the sole expense of the bidder and requires advance written approval from the KPCS staff. All improvements shall become the property of the City of Kirkland upon completion of installation; provided the vendor shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect. All proposals become the property of the City of Kirkland.

B3. REQUIREMENTS & FEES

If your proposal is accepted, the following fees and requirements will be due upon issuance of your concession agreement:

City of Kirkland Business License: Be advised you must present a current copy of a valid City of Kirkland Business License prior to being awarded the concession agreement.

Insurance: Contractor shall obtain and maintain for the duration of this agreement, policies of comprehensive general liability with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Washington. A \$2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policy shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the certificate of insurance. The certificate of insurance shall be filed with the City prior to the contractor providing services.

Health Permit: It will be the contractor's responsibility to contact, arrange and comply with specific Seattle-King County Health Department requirements for proposed concession site(s). It is the responsibility of the contractor to verify adequate water and electrical service is available to support the equipment they intend to operate at a particular location. Any modifications or improvements to concession areas shall be at

the sole expense of the successful contractor and will require advance written approval from the Kirkland Parks and Community Services Department.

The contractor understands and agrees KPCS will only grant concessions by the contract and not lease. Concession contract(s) will only confer permission to occupy and use the premises described for concession purposes. A successful contractor’s expenditure of capital and /or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy and / or expenditure of money thereon. KPCS will only grant successful contractors an individual, revocable and non-transferable privilege of use in the premises for the concession granted. A sample “Agreement for Concessions is included for your review.

CONCESSION FEE

The concession fee is a set amount paid in two installments. 60% of the concession fee is due on April 1st with the remaining 40% due on August 1st. Below is the base concession fee associated with the specific park sites in accordance to their specific tier.

Tier 1 - Food Truck

Tier 2 – Mobile Cart or Stand

PARK LOCATION	APRIL - OCTOBER (SEASON)	POWER - SEASON
Juanita Beach Park	T1- \$3000.00	\$200.00
	T2- \$2000.00	\$150.00
Marina Park	T2- \$2500.00	\$150.00
OO Denny Park	T1- \$2500.00	\$200.00
	T2- \$1500.00	\$150.00
Waverly Beach Park	T2- \$2000.00	\$150.00
Peter Kirk Pool	T2- \$1500.00	\$150.00

B4. PROPOSAL EVALUATION AND SELECTION

A panel will review the qualified bids and qualifications as submitted in this RFP process. The panel will score the RFP submittals, determine the highest qualified applicants, conduct interviews as necessary and make a final recommendation to the Parks and Community Services Director regarding the award.

The following criteria will be used to evaluate RFP submittals:

1. Days and Hours of operation

How many days per week and during what hours do you intend to operate the concession? What date would you prefer to open and what date will you close?

2. Products/ Services to be offered for sale

What product(s) do you intend to offer? What size(s)? What price (s)? What nutritional snacks do you intend to offer? Are the products complimentary to the existing uses of the park?

3. Concession Experience/Business References

Please list at least three (3) references that will support, document or verify your performance in providing concession services and/or operating a business.

SECTION C
PROPOSAL QUESTIONNAIRE, MAPS & SAMPLE AGREEMENT

2014 PARK CONCESSIONS RFP – SECTION II – RFP QUESTIONNAIRE

Page 1 of 8 that must be fully completed and returned to the Department as part of your proposal.

1. LEGAL NAME OF ORGANIZATION, FIRM, INDIVIDUAL OR PARTNERSHIP SUBMITTING THIS PROPOSAL:

2. ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Address: _____

City: _____ State: _____ Zip: _____

3. THE PERSON ON YOUR STAFF WHO WILL BE THE PRIMARY CONTACT FOR THIS PERMIT:

Name: _____ Title: _____

Phone: _____

Email address: _____

Address: (if different from above): _____

City: _____ State: _____ Zip: _____

4. TYPE OF ORGANIZATION:

Specify if the organization is a corporation, partnership, sole proprietorship, joint venture, etc. Explain any details or factors needed to clarify your organizational and financial structure:

5. EXPERIENCE IN CONCESSIONS BUSINES:

How long has this organization been in the concessions business you propose to operate on city property? (Enter the number of years in the following blank) _____ years.

Describe the services. For example menus, products, type of services, unique challenges, and customer service enhancements, healthy menu selections, etc.

Note: if additional space is needed for your response to questions on this page then insert the information immediately following this page.

2014 PARK CONCESSIONS RFP – SECTION II – RFP QUESTIONNAIRE

Page 2 of 8 that must be fully completed and returned to the Department as part of your proposal.

6. CLIENT OR BUSINESS REFERENCES:

Information about three similar clients for whom you currently provide concession services:

Name of organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Number of years your organization has served this client: _____ years. Describe the services. For example menus, products, type of services, unique challenges, and customer service enhancements, etc.

.Name of organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Number of years your organization has served this client: _____ years. Describe the services. For example menus, products, type of services, unique challenges, and customer service enhancements, etc.

Name of organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Number of years your organization has served this client: _____ years. Describe the services. For example menus, products, type of services, unique challenges, and customer service enhancements, etc.

2014 PARK CONCESSIONS RFP – SECTION II – RFP QUESTIONNAIRE

Page 3 of 8 that must be fully completed and returned to the Department as part of your proposal.

CITY OF KIRKLAND BUSINESS LICENSE:

Does your organization have a current City of Kirkland business license?

Circle Yes or No

If yes; then insert a photocopy of your Kirkland business license between this page and the next page.

PLEASE BE ADVISED YOU WILL BE ASKED TO PRESENT A CURRENT COPY OF A VALID CITY BUSINESS LICENSE PRIOR TO BEING AWARDED A PERMIT

BUSINESS OR FINANCIAL REFERENCES:

Please provide two financial or business references. These could include financial institutions, suppliers, insurance companies, clients, etc. Please do not use the same references for both client references and business references.

BUSINESS OR FINANCIAL REFERENCE

Name of reference: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact person: _____ Phone number for contact: _____

Describe the business or financial relationship:

BUSINESS OR FINANCIAL REFERENCE

Name of reference: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact person: _____ Phone number for contact: _____

Describe the business or financial relationship:

2014 PARK CONCESSIONS RFP – SECTION II – RFP QUESTIONNAIRE

Page 6 of 8 that must be fully completed and returned to the Department as part of your proposal.

(9.C) It is important you plan to be in the park as often as possible. Preference is given to concessionaires that agree to be in the park more often and for longer each day. How many days a week will you be in the park and for how many hours each day?

(9.D) Your cart and staff must project an attractive and professional appearance at all times. Preference is given to concessionaires that provide employee uniforms. How will your employees be attired?

2014 PARK CONCESSIONS RFP – SECTION II – RFP QUESTIONNAIRE

Page 7 of 8 that must be fully completed and returned to the Department as part of your proposal.

10. CUSTOMER PRICE SCHEDULE

Proposed menu or items for sales including portion, quote prices without sales tax. For a proposed service write a description of the service and the proposed price.

<u>Item</u>	<u>Portion</u>	<u>Price</u>	<u>Comment</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

INSTRUCTIONS: FILL IN THE ABOVE. USE THE BLANK LINES FOR ADDITIONAL ITEMS AS NEEDED. ATTACH SEPARATE SHEETS USING THE FORMAT FROM THIS PAGE TO SHOW ALL RETAIL PRODUCTS INCLUDING COMPLETE DESCRIPTION, SIZE, TYPE, STYLE ETC AND THE PROPOSED PRICE OF EACH ITEM.

Information: If additional space is needed for your response to questions on this page then insert the information immediately following this page.

2014 PARK CONCESSIONS RFP – SECTION II – RFP QUESTIONNAIRE

Page 8 of 8 that must be fully completed and returned to the Department as part of your proposal.

11. FINANCIAL PROPOSAL

Based on your expert experience in the seasonal concessions business and having

- 1) Thoroughly read the enclosed contract and RFP documents;
- 2) Asked the department any questions you may have had about the terms, conditions or responsibilities described;
- 3) Visited the proposed sites;
- 4) Sought legal and financial advice as needed;
- 5) Researched the applicable laws, ordinances, statutes and regulations, you make the following firm and irrevocable offer to pay concession fees as shown below:

Submitted by _____

Signed: _____ Date: _____, 2014.

Print Name: _____ Title: _____

THIS IS THE END OF R.F.P QUESTIONNAIRE



Juanita Beach Park



Legend

z_Image09

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1: 1,369



0.0 0 0.02 0.04 Miles

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet
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No warranties of any sort, including but not limited to accuracy, fitness or merchantability, accompany this product.

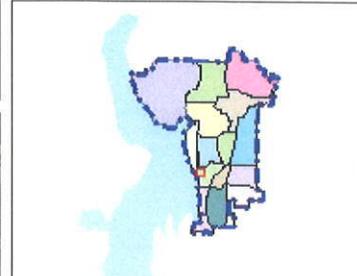
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

vendor locations



Marina Park

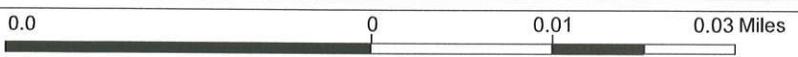


Legend

z_Image09

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1: 940



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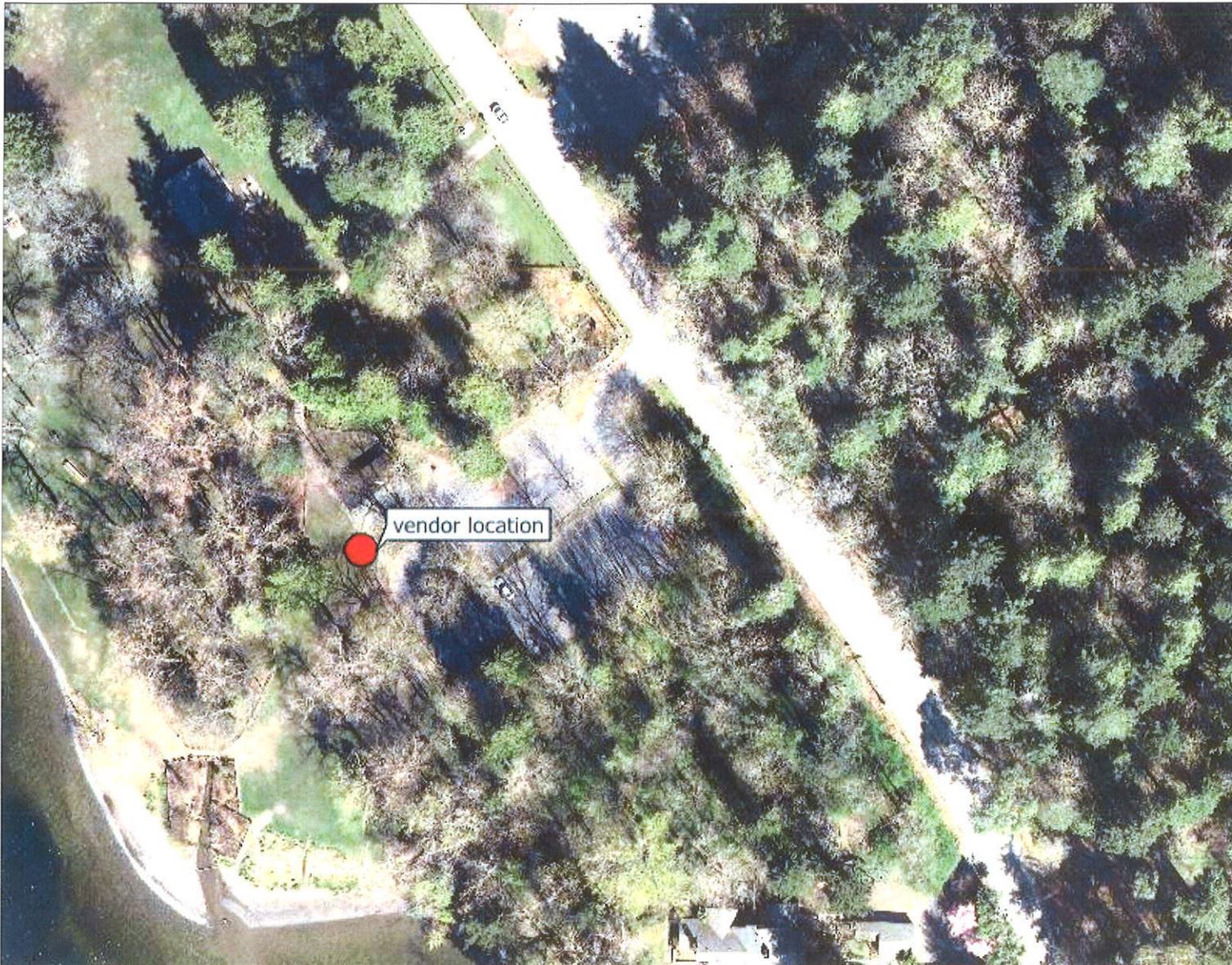
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

vendor locations



OO Denny Park



Legend

z_Image09

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1: 1,070



0.0 0 0.02 0.03 Miles

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

vendor location



Waverly Beach



Legend

z_Image09

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1: 1,112



0.0 0 0.02 0.04 Miles

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet
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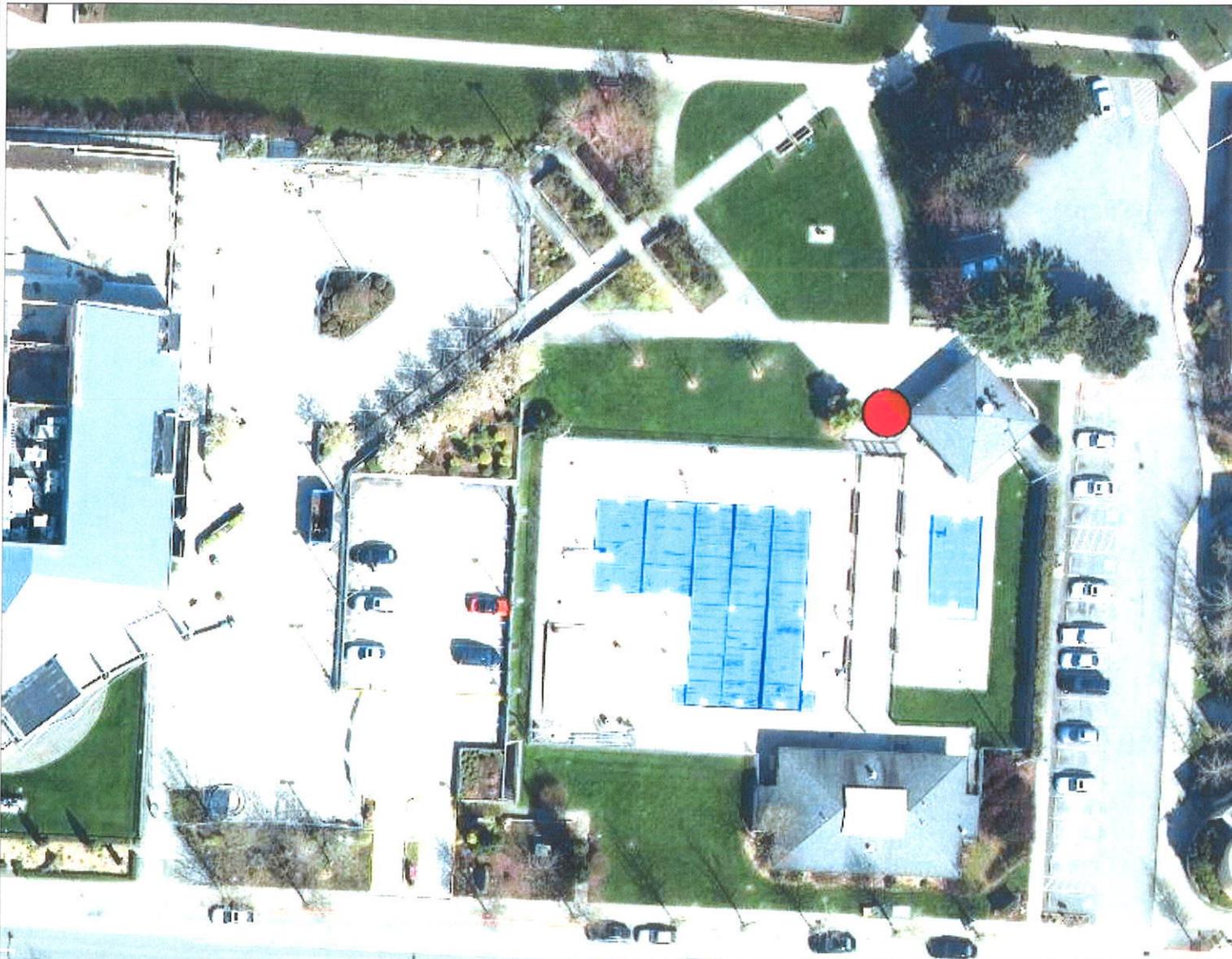
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

vendor location



Peter Kirk Pool



Legend

z_Image09

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:641



0.0 0 0.01 0.02 Miles

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet
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No warranties of any sort, including but not limited to accuracy, fitness or merchantability, accompany this product.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

vendor location

Attachment A: Sample Agreement

AGREEMENT FOR CONCESSIONS

THIS AGREEMENT made and entered into this _____ day of _____, 20___, by and between the CITY OF KIRKLAND, a municipal corporation, hereinafter referred to as "City", and _____, hereinafter referred to as "Concessionaire."

WITNESSETH:

The City hereby grants to the Concessionaire the right, license and privilege to operate a food and beverage concession at _____ in the manner and for the purpose hereinafter specified.

The following terms, conditions and covenants shall govern this Agreement:

GRANT OF CONCESSION

Concessionaire is granted the right to operate a food and beverage concession. The concession shall be operated within the agreed concessions area of _____.

Concessionaire's use of the designated area shall not be exclusive; such areas shall remain and be available for use by the City and public.

Concessionaire shall engage in the business of selling concessions for the following concessions; _____ and other approved merchandise.

Any other items must be approved by the Parks Supervisor with at least a 2 day notice. Concessionaire shall not engage in the rental of any merchandise and Concessionaire shall not engage in any other business activity. Prices charged for items must be comparable and competitive with those generally charged in the area for similar items.

TERMS OF AGREEMENT

The terms of this agreement shall be for the period beginning _____, 20___ and ending _____, 20___, with an option by the City to extend this agreement to 20___.

LICENSING AND PERMIT REQUIREMENTS

Concessionaire shall, at its own expense, obtain all necessary licenses and permits for the operation hereunder from appropriate local, regional, state and federal agencies. Concessionaire must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02. Any modifications or improvements to concession areas required by King County Public Health or the City of Kirkland Building Department or any modifications or improvements desired by the Concessionaire shall

be installed at the sole expense of the Concessionaire and requires advance written approval from the Kirkland Parks and Community Services Department. It is the responsibility of the Concessionaire to obtain all applicable permits needed to install the modifications or improvements. The modifications and improvements shall become the property of the City of Kirkland upon completion of installation; provided the Concessionaire shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

PAYMENT FOR CONCESSION

The concession fee is a set amount paid in two installments. 60% of the concession fee is due on April 1st with the remaining 40% due on August 1st. Below is the base concession fee and additional utility fee for contractors that require the use of City of Kirkland utilities associated with the specific park sites in accordance to their specific tier.

- Tier 1 - Food Truck
- Tier 2 – Mobile Cart or Stand

PARK LOCATION	APRIL - OCTOBER (SEASON)	POWER - SEASON
Juanita Park	T1- \$3000.00	\$200.00
	T2- \$2000.00	\$150.00
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OO Denny Park	T1- \$2500.00	\$200.00
	T2- \$1500.00	\$150.00
Waverly Beach Park	T2- \$2000.00	\$150.00
Peter Kirk Pool	T2- \$1500.00	\$150.00

Should payment not be received on or before April 1st for the first payment and August 1st for the second payment; concessionaire agrees to pay a late fee equal to Twenty-Five and No/100 dollars(\$25.00) for each day late after the concession fee due date.

INDEPENDENT CONTRACTOR

It is understood and agreed this is not a contract of employment and the concessionaire is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other help used by concessionaire are and shall be deemed the employees of concessionaire and in no manner employees of the City. The Concessionaire shall be responsible in full for any payment due its employees, including workers compensation and related costs.

INSURANCE

Concessionaire shall obtain and maintain for the duration of this agreement, policies of comprehensive general liability with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Washington. A \$2,000,000 products/completed operations aggregate is required for concessionaires that prepare food. The insurance policies shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of Insurance shall be filed with the City prior to vendor providing services.

HOLD HARMLESS/INDEMNIFICATION

Concessionaire shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Concessionaire and the City, its officers, officials, employees, and volunteers, the Concessionaire's liability hereunder shall be only to the extent of the Concessionaire's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Concessionaire's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

RULES GOVERNING CONCESSION OPERATION

Concessionaire may operate from _____ to _____. During all hours of operation, Concessionaire shall maintain on duty adequate personnel to comply with all terms and conditions of this agreement.

Concessionaire shall at all times keep area of business free of clutter and litter and messes (spills) related to business. All trash generated by Concessionaire's operation shall be collected and disposed of by Concessionaire.

Concessionaire shall not place any type of signage or advertisement of their activity without written permission from the City and appropriate permits are issued for such. Any expense for such signage or advertisement will be at Concessionaire's sole expense.

TERMINATION OF AGREEMENT

In the event Concessionaire breaches any term of this Agreement, or in the event Concessionaire violates any local, City, County, State or Federal laws applicable to its operations hereunder, the City may terminate this Agreement upon 10 days written notice to Concessionaire. However, the Parks Director may order Concessionaire to cease operations immediately at any time should the Parks Director determine such

operations detrimental to public safety, health or welfare. In the event of termination, Concessionaire agrees the City shall have the right to dispose of all property used by Concessionaire in its operations not removed by Concessionaire before the termination date.

EXTENT OF AGREEMENT/MODIFICATION

This Agreement is the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument properly signed by both parties.

SUCCESSORS AND ASSIGNS

The Concessionaire shall not assign, transfer, or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.

NONDISCRIMINATION

Concessionaire shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONCESSIONAIRE

CITY OF KIRKLAND

By: _____
Signature

By: _____
Signature