



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
ALAN WEAVER, DIRECTOR

Vendor Permit Application Package

Brief Description of Program:

On March 19, 2013 the Fresno County Board of Supervisors authorized the implementation of the vendor permit program at several County parks including: Avocado Lake, Choinumni, Kearney, Laton, Lost Lake, Pine Flat, Skaggs, and Winton.

The program allows the Director of Public Works and Planning or designee to execute agreements with vendors interested in selling goods or services at the specified County parks each calendar year.

The vendor is required to maintain specific insurance policies and permits, as defined in Sections 10 and 11 of the sample agreement (enclosed).

Currently there is no fee for the application process. In consideration for granting the permit, each approved vendor shall pay the County, on a monthly basis, the amount equal to 10% of all gross sales revenues received under the agreement terms.

How to Apply:

Interested vendors must complete this application package and submit the Application Form to the Department of Public Works and Planning – Attn: Resources Manager, 2220 Tulare Street, Fresno CA 93721. Please note; the application processing period may take up to 10 working days to complete. An incomplete application will delay the processing period.

Contents of this packet

- Application Form (*Fill out completely and return*)
- Sample Agreement (*Read thoroughly; do not sign as the agreement is only a sample. A executable agreement will be provided, once the application is approved*)
- Monthly Reconciliation Form (*This form is for reference only*)

FRESNO COUNTY PARKS
APPLICATION FORM

Complete this application and submit to:

County of Fresno
Parks / Resources Division
2220 Tulare Street, 6th Floor
Fresno, CA 93720
Phone: (559) 600-3004
Fax: (559) 600-4552

First & Last Name: _____ Date: _____
Business Name: _____ dba Sole Proprietorship Incorporated
Address: _____
(street)

(City) (State) (Zip)
Phone: (____) _____ Phone: (____) _____ Fax: (____) _____
(Day) (Night)
Email Address: _____

Parks Applying For:

- | | |
|--|--|
| <input type="checkbox"/> Avocado Lake | <input type="checkbox"/> Lost Lake Park |
| <input type="checkbox"/> Choinumni Park | <input type="checkbox"/> Skaggs Bridge Park |
| <input type="checkbox"/> Kearney Park | <input type="checkbox"/> Pine Flat Recreation Area |
| <input type="checkbox"/> Laton-Kingston Park | <input type="checkbox"/> Winton Park |

Describe location in park(s) where you'd like to set-up:

Provide a detailed description of services/products you'll be offering for sale:

Requested days and hours of operation:

Confirm that you have or can obtain the following required policies/permits as stated in the sample Agreement, Section 10 & 11:

- Commercial General Liability (\$1,000,000/\$2,000,000 – Endorsement to County)
 Auto Liability (\$250,000/\$500,000)
 Worker's Compensation (as required by law)
 A valid permit to operate from the County of Fresno, Department of Community Health, Environmental Health Division
 \$500 Damage Deposit (cash or cashier's check)

Signatures: _____
(Print Name) (Signature) (Date)

Parks Staff Only:

Received by: _____ Date: _____

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PERMIT AGREEMENT

THIS PERMIT AGREEMENT, made and entered into this ____ day of _____, 20__ , by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 2220 Tulare Street, 6th Floor, Fresno, California, 93721-2120, hereinafter referred to as "COUNTY," and _____ (company name), _____ (type of company INC, DBA, ETC.), whose address is _____, hereinafter referred to as "PERMITTEE;" hereinafter together referred to as the "Parties."

WHEREAS, COUNTY owns and/or operates _____ (name of park) located at _____ (address of park), hereinafter referred to as "Premises;" and,

WHEREAS, COUNTY and PERMITTEE mutually desire to allow PERMITTEE to use the Premises for the operation of mobile/portable food service unit(s) or services, hereinafter referred to as "Service"; and,

WHEREAS, COUNTY finds that PERMITTEE'S operation of said Service is in the public interest and that the PERMITTEE'S operating on the Premises will not substantially conflict or interfere with the use of the Premises by COUNTY or County residents.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties and each of them do agree as follows:

1. GRANT OF PERMIT: COUNTY grants to PERMITTEE a non-exclusive right to provide Service on the Premises for the benefit of employees, guests, and patrons of COUNTY. PERMITTEE must have PERMITTEE'S business name printed legibly and visible on all vehicles and equipment operating on the Premises. Failure to do so may result in not being allowed access to the Premises.

2. LOCATION: COUNTY shall designate areas within the Premises as shown in Exhibit "A" which is attached hereto and by this reference incorporated herein as the location for PERMITTEE'S service equipment. PERMITTEE shall operate solely from the designated location(s). PERMITTEE shall not solicit customers by any means including signs, handouts or

1 amplified sounds outside of the designated location(s). PERMITTEE shall not affix signs or
2 banners on trees, bushes or County owned structures. Said location(s) may be changed upon
3 mutual written agreement between the Parties. The Service facilities, and all ancillary
4 equipment, shall be removed at the end of each day of operation. No equipment shall be left at
5 the Premises overnight. PERMITTEE'S setup shall not interfere with pedestrian traffic. Ample
6 travel ways shall be maintained at all times by PERMITTEE.

7 3. TERM: This Agreement shall terminate on December 31, 20' ' .

8 4. TERMINATION:

9 A. Breach of Contract - The COUNTY may immediately suspend or terminate this
10 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 11 1) A failure to comply with any term of this Agreement;
- 12 2) Improperly performed service.

13 In the event of breach of this Agreement by PERMITTEE, COUNTY may immediately
14 terminate this Agreement and PERMITTEE will not be eligible for future agreements with the
15 COUNTY for Services.

16 B. Without Cause - Under circumstances other than those set forth above, this
17 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
18 notice of an intention to terminate to PERMITTEE. This Agreement may be terminated, without
19 cause, by PERMITTEE giving thirty (30) days advance notice in writing to COUNTY.

20 5. COMPENSATION: In consideration for granting this non-exclusive Agreement,
21 PERMITTEE shall pay to COUNTY the sum of ten percent (10%) of the gross daily sales by the
22 5th of each month for the use of the Premises. If payment is not made by the 7th of each month,
23 a 10% late penalty charge will be due and payable with said payment. If payment is not made
24 within two (2) weeks of the first of each month, this Agreement may be terminated immediately
25 and the PERMITTEE will not be eligible to continue to offer Services within the Premises.

26 Payment shall be made to the County of Fresno, Department of Public Works and Planning,
27 ATTN: Úæ\ • Manager - 2220 Tulare Street, 6th Floor, Fresno, CA 93721-2120.

28 6. DAMAGE DEPOSIT: Upon execution of Agreement the PERMITTEE shall provide

1 a damage deposit of Five Hundred Dollars (\$500) to the COUNTY. The damage deposit is
2 refundable, provided however, such deposit shall not be refunded to the extent that the
3 COUNTY incurs costs or expenses related to the PERMITTEE's performance of Service.

4 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and
5 obligations assumed by PERMITTEE under this Agreement, it is mutually understood and
6 agreed that PERMITTEE, including any and all of the PERMITTEE'S officers, agents, and
7 employees will at all times be acting and performing as an independent CONTRACTOR, and
8 shall act in an independent capacity and not as an officer, agent, servant, employee, joint
9 venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to
10 control or supervise or direct the manner or method by which PERMITTEE shall perform its
11 work and function. However, COUNTY shall retain the right to administer this Agreement so as
12 to verify that PERMITTEE is performing its obligations in accordance with the terms and
13 conditions thereof.

14 PERMITTEE and COUNTY shall comply with all applicable provisions of law and the
15 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
16 subject thereof.

17 Because of its status as an independent CONTRACTOR, PERMITTEE shall have
18 absolutely no right to employment rights and benefits available to COUNTY employees.
19 PERMITTEE shall be solely liable and responsible for providing to, or on behalf of, its
20 employees all legally required employee benefits. In addition, PERMITTEE shall be solely
21 responsible and save COUNTY harmless from all matters relating to payment of PERMITTEE'S
22 employees, including compliance with Social Security withholding and all other regulations
23 governing such matters. It is acknowledged that during the term of this Agreement,
24 PERMITTEE may be providing services to others unrelated to the COUNTY or to this
25 Agreement.

26 8. MODIFICATION: Any matters of this Agreement may be modified from time to
27 time by the written consent of all the parties without, in any way, affecting the remainder.

28 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this

1 Agreement or its respective rights or duties under this Agreement without the prior written
2 consent of the other party.

3 10. HOLD HARMLESS: PERMITTEE agrees to indemnify, save and hold harmless,
4 and at COUNTY'S request, defend COUNTY, its officers, agents, and employees from any and
5 all costs and expenses including attorney fees and litigation costs, damages, liabilities, claims
6 and losses which shall be caused by or may arise from the exercise by PERMITTEE of any
7 rights herein granted, and from all costs and expenses, attorney fees, claims, demands and
8 causes of action that may be incurred by or brought against COUNTY, its successors or
9 assignees, caused by, arising out of, or in any way connected with the exercise by PERMITTEE
10 of any rights herein granted.

11 11. INSURANCE: Without limiting the COUNTY'S right to obtain indemnification from
12 PERMITTEE or any third parties, PERMITTEE, at its sole expense, shall procure and maintain
13 in full force the following insurance policies throughout the term of this Agreement:

14 A. Commercial General Liability Commercial General Liability Insurance with limits
15 of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of
16 Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis.
17 COUNTY may require specific coverage including completed operations, products liability,
18 contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability
19 insurance deemed necessary because of the nature of this contract.

20 B. Automobile Liability Comprehensive Automobile Liability Insurance with limits for
21 bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person,
22 Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not
23 less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of
24 Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-
25 owned vehicles used in connection with this Agreement.

26 C. Worker's Compensation A policy of Worker's Compensation insurance as may
27 be required by the California Labor Code.

28 PERMITTEE shall obtain endorsements to the Commercial General Liability insurance

1 naming the County of Fresno, its officers, agents, and employees, individually and collectively,
2 as additional insured, but only insofar as the operations under this Agreement are concerned.
3 Such coverage for additional insured shall apply as primary insurance and any other insurance,
4 or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess
5 only and not contributing with insurance provided under PERMITTEE'S policies herein. This
6 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
7 written notice given to COUNTY.

8 Within ten (10) days from the date PERMITTEE executes this Agreement,
9 PERMITTEE shall provide certificates of insurance and endorsement as stated above for all of
10 the foregoing policies, as required herein, to the County of Fresno, Department of Public Works
11 and Planning, Attn: ~~Ua~~ • Manager, 2220 Tulare Street, 6th Floor, Fresno, CA 93721-2120,
12 stating that all such insurance policies have been obtained and the coverage provided
13 thereunder is in full force; that the County of Fresno, its officers, agents and employees will not
14 be responsible for any premiums on the policies; that such Commercial General Liability
15 insurance names the County of Fresno, its officers, agents, and employees, individually and
16 collectively, as additional insured, but only insofar as the operations under this Agreement are
17 concerned. Such coverage for additional insured shall apply as primary insurance and any
18 other insurance, or self-insurance maintained by COUNTY, its officers, agents and employees
19 shall be excess only and not contributing with insurance provided under PERMITTEE'S policies
20 herein; and that this insurance shall not be cancelled or changed without a minimum of thirty
21 (30) days advance, written notice given to COUNTY.

22 In the event PERMITTEE fails to keep in effect at all times insurance coverage as
23 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or
24 terminate this Agreement upon the occurrence of such event.

25 All policies shall be with admitted insurers licensed to do business in the State of
26 California. Insurance policies shall be purchased from companies possessing a current A.M.
27 Best, Inc. rating of A FSC VII or better.

28 12. PERMITS: PERMITTEE shall provide to the foregoing address a copy of a valid

1 Permit To Operate ("Permit") issued by the County of Fresno, Department of Community
2 Health, Environmental Health Division not later than fourteen (14) days following the beginning
3 of the Term of this Agreement. PERMITTEE understands that said Permit must be obtained on
4 an annual basis and PERMITTEE shall provide a copy of any new annual Permit to the
5 aforementioned address within fourteen (14) days of obtaining the Permit. PERMITTEE
6 understands that Permits are not transferable or refundable and said Permits become void
7 upon change of ownership. PERMITTEE also understands that any new owner(s) and/or
8 operator(s), if an assignment is approved by COUNTY in writing, as required in Section 9
9 above, must obtain a new Permit in his/her/its own name prior to beginning operation.

10 13. AUDITS AND INSPECTIONS: The PERMITTEE shall at any time during business
11 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for
12 examination all of its records and data with respect to the matters covered by this Agreement.
13 The PERMITTEE shall, upon request by the COUNTY, allow the COUNTY to audit and inspect
14 all of such records and data necessary to ensure PERMITTEE'S compliance with the terms of
15 this Agreement.

16 14. LITTER AND CLEANUP: PERMITTEE shall provide adequate trash disposal
17 units adjacent to the area being utilized and shall be responsible for trash removal and area
18 cleanup, including raking or wet mopping on an as needed basis, but no less often than daily.
19 PERMITTEE shall, at the end of each day, inspect the park for litter derived from the sales of
20 his or her Services and remove such litter. PERMITTEE shall prevent staining of any grass,
21 cement walkway or asphalt parking area by ensuring that no residue from the unit or food
22 preparation will drip on the grass, concrete or asphalt. Trash containers are to be removed
23 nightly.

24 15. SPECIFICATIONS: PERMITTEE shall only sell products or services from mobile
25 unit(s). No general merchandise shall be sold other than those items specifically approved by
26 COUNTY as listed in Exhibit B. No products with glass containers will be allowed to be sold.
27 PERMITTEE shall comply with all of the following:

28 A. The California Retail Food Code (Part 7 of Division 104 of the California Health

1 and Safety Code, commencing with Section 113700, hereinafter "CRFC") and regulations
2 promulgated thereunder, including but not limited to any future laws and regulations
3 enacted/promulgated to replace or supplement CRFC; and,

4 B. All County of Fresno Ordinances, including all regulations, policies and
5 requirements of the County of Fresno's Department of Community Health; and,

6 C. Any other laws, regulations or ordinances as they relate to mobile/portable food
7 concession units.

8 16. UTILITIES AND DISPOSAL: All mobile units operated by the PERMITTEE must
9 be self-contained. Electrical power, potable water and sewage disposal is not available.

10 17. DAYS OF OPERATION: PERMITTEE may provide Service seven days per week
11 during standard park operational hours, except on days when the Premises are closed by the
12 COUNTY or are rented by the COUNTY, in their entirety and on an exclusive basis, to another
13 person or entity for the purpose of hosting or conducting a private or special event.

14 18. GOVERNING LAW: Venue for any action arising out of or relating to this License
15 Agreement shall only be in Fresno County, California. The rights and obligations of the parties
16 and all interpretation and performance of this License Agreement shall be governed in all
17 respects by the laws of the State of California.

18 19. NOTICES: Any and all notices between either party under the terms of this
19 Agreement or by law shall be in writing and shall be deemed to be duly given if served when
20 personally delivered or deposited into the United States mail, with postage prepaid, registered,
21 and addressed to the respective addresses stated as follows:

County of Fresno	_____ (name)
Dept. of Public Works and Planning	_____ (contact)
Parks Manager	_____ (Address)
2220 Tulare Street, 6 th Floor	_____ (Address)
Fresno, CA 93721-2120	Office - _____
(559) 600-3004	Cell - _____
	Email: _____

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26 20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
27 between the PERMITTEE and COUNTY with respect to the subject matter hereof and
28 supersedes all previous Agreement negotiations, proposals, commitments, writings,

1 advertisements, publications, and understandings of any nature whatsoever unless expressly
2 included in this Agreement.

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11 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of
12 the day and year first above written.

13 PERMITTEE

COUNTY OF FRESNO

14
15 By _____
16 (name and title)

By _____
Alan Weaver, Director
Department of Public Works and Planning

17
18 Date: _____

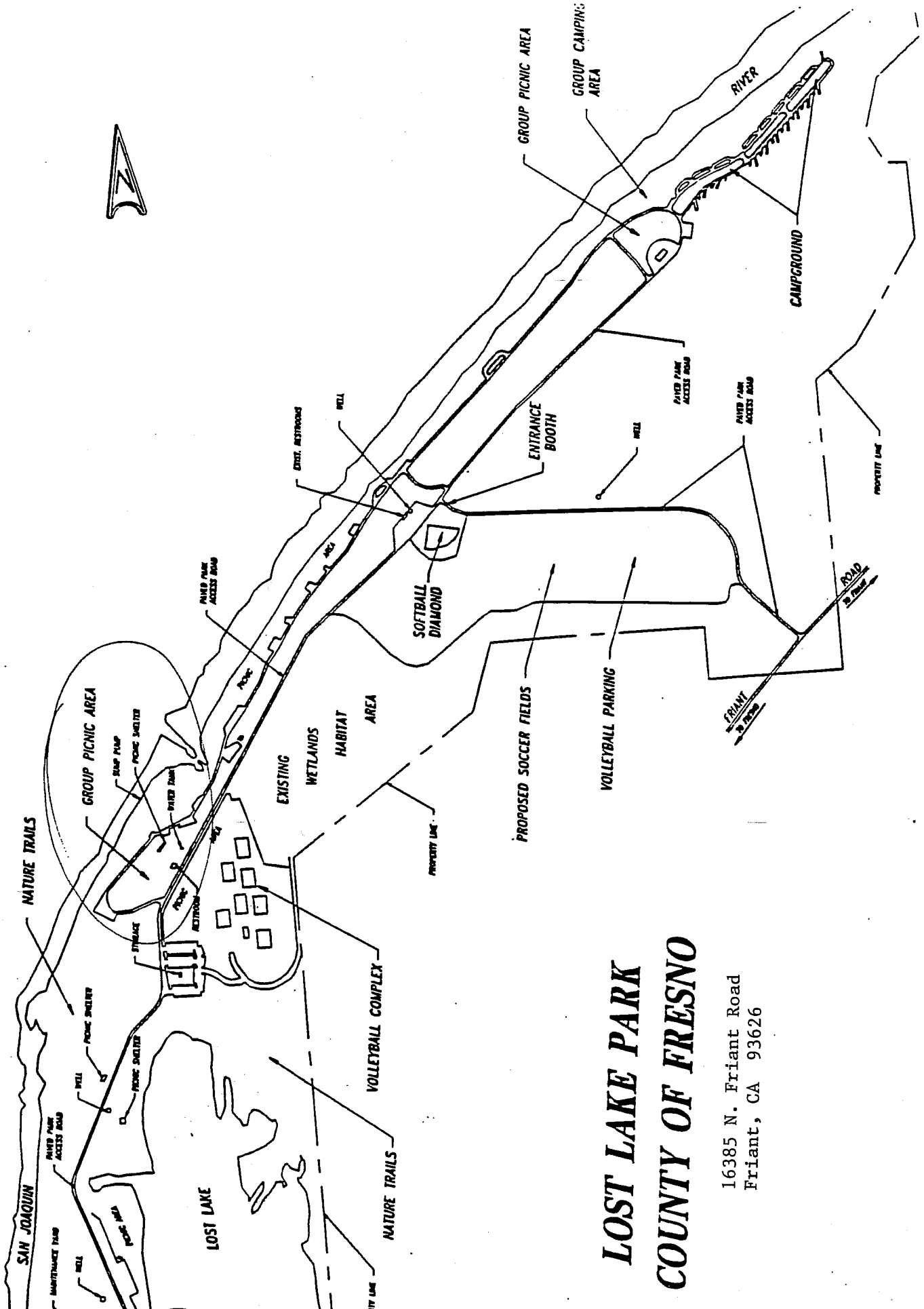
APPROVED AS TO LEGAL FORM:
Kevin Briggs, County Counsel

19
20 By _____
Deputy

21 FOR ACCOUNTING USE ONLY:

22 Budget Unit No.: 7910
23 Fund No.: 0001
24 Account No.: 3400

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LOST LAKE PARK COUNTY OF FRESNO

16385 N. Friant Road
Friant, CA 93626

EXHIBIT B (Sample of Services Provided)

Date: May 1, 2012

Company: ABC BBQs

Contact: John Doe

Address: 12345 West Street Ave.

Fresno, CA 93612

Phone: (559) 123-4567

Services: Will operate a mobile Ice Cream truck seven days per week at Lost Lake Park between the hours of 7:00 a.m. to 7:00 p.m. Will sell ice cream products, chips, sodas, and suntan lotions.

**FRESNO COUNTY PARKS
MONTHLY RECONCILIATION FORM**

Park: _____ **Date:** _____

Concessionaire/Organization: _____ **Permit #:** _____

Address: _____
(Street)

(City) (State) (Zip)

Parks Administration:
 County of Fresno
 Parks / Resources Division
 2220 Tulare St., 6th Floor
 Fresno, CA 93721
 Phone: (559) 600-3004
 Fax: (559) 600-4552

Telephone: _____
(Day) (Night)

Gross Receipts For Period From: _____ to _____

	Food And Beverage Sales:	\$
	Merchandise Sales:	\$
	Equipment Rentals:	\$
	Services (including class instruction):	\$
	Admission/Entry Fees:	\$
Total Gross Income:		\$
Applicable 10% Percent of Gross Due:		
TOTAL AMOUNT DUE TO COUNTY:		\$

Acknowledgement of Conditions Under Which Concession is Permitted

I do hereby attest and certify that the above information is an authentic, true and correct sworn statement of income resulting from my operation as a concessionaire within a County of Fresno Park, and do further agree that if such financial information is misrepresented, County may pursue whatever such underpayment at the rate of 10% per annum and reasonable attorney's fees.

Signed: _____ **Date:** _____

Parks Staff Use Only:

Paid By: [] Cash [] Check **Ck#:** _____ **Date:** _____

Received By: _____ **Date:** _____