

October 17, 2019

MEMBERS OF THE PARKS AND RECREATION COMMISSION

City of Long Beach
California

RECOMMENDATION:

Approve the Athletic Field Permit Concession Operation Terms and Conditions and authorize the Director to include the Terms and Conditions in Department-issued Athletic Field Permits to allow youth leagues to operate concession stands in certain parks. (Citywide)

DISCUSSION

On May 16, 2019, the Parks and Recreation Commission (Commission) approved a right of entry permit to allow Long Beach Pony Baseball at Whaley Park (Pony Baseball) to make improvements to Whaley Park to enhance youth baseball activities offered by Pony Baseball. The improvements included the replacement of an old metal shipping container with a larger newer metal shipping container for better Pony Baseball storage. While discussing the new storage container, issues concerning the concession stand were discussed.

For many years, several youth sports leagues have operated concession stands in parks to provide food and beverages for youth league games and tournaments and to help raise funds to support the youth leagues. While discussing the terms and conditions of a new concession stand with Pony Baseball, the Department of Parks, Recreation and Marine (Department) reviewed the Athletic Field Permit existing concession requirements. Upon review, it was determined that the existing requirements should be updated to cover maintenance and operational terms that were limited and to clarify the roles and responsibilities for all leagues that operate a concession from a City facility.

Attached for Commission review and approval are the proposed revised Concession Operation Terms and Conditions (Terms and Conditions). (Attachment) The Terms and Conditions were developed in partnership with staff in the Community Recreation Services and Maintenance Operation Bureaus and have been reviewed and approved by the City Attorney's Office. Concession insurance requirements will also be incorporated as required by the City's Risk Manager.

Should the revised Terms and Conditions be approved by the Commission, the Department will incorporate the Terms and Conditions into the existing Athletic Field

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Permit for the youth leagues that operate a concession stand in parks. The Athletic Field Permits are signed by the youth leagues each season that they operate and will help guide the youth leagues as to the rules of operating a concession in Long Beach parks.

FISCAL IMPACT

There is no fiscal impact associated with this recommendation.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



MEREDITH REYNOLDS
MANAGER
PARKS PLANNING & PARTNERSHIPS



HURLEY OWENS
MANAGER
MAINTENANCE OPERATIONS BUREAU

GM:SS:MR:GK:lh

ATTACHMENT: Concession Operation Terms and Conditions



GLADYS KAISER
MANAGER
COMMUNITY RECREATION SERVICES

APPROVED:



GERARDO MOUET
DIRECTOR



ATHLETIC FIELD YOUTH PERMIT CONCESSION OPERATION TERMS AND CONDITIONS

Please read and sign below:

Permission: Non-exclusive permission to operate a city-owned concession building (Concession) for the sale of food, non-alcoholic beverages, and sundry items for the benefit of youth team(s) may be granted only to current City of Long Beach Department of Parks, Recreation and Marine approved (Department-approved) Athletic Field Youth Permit holders (Permittees) who also apply to and agree to the following specific terms and conditions.

Permittee agrees to and shall abide by the following terms and conditions (obligations) which are incorporated herein by this reference. Failure to follow these obligations may result in immediate revocation of this Athletic Field Youth Permit or other penalties such as forfeiture of fees and/or deposits at the sole discretion of the City.

Term: The operations of the Concession shall run concurrent with the approved Athletic Field Youth Permit.

Dates and Hours: Operation of the Concession is limited to Department-permitted youth league games, including tournaments and special events. Permittee may provide Concession services at the Park for its own league and for other leagues/groups who are under a Department Youth Athletic League permit.

Fee: \$100 per year per location, due prior to Athletic Field Youth Permit issuance.

Sales: Permittee is permitted to sell food and beverages, excluding alcohol and alcoholic beverages, and sundry items, as approved in advance and in writing by the Director. Any violation of this policy may result in immediate cancellation of the Athletic Field Youth Permit, forfeiture of all fees and deposits, denial of future applications, and Permittee may incur additional City charges. Due to City policies, no styrofoam, glass bottles or plastic straws shall be provided by the Permittee to its customers.

Equipment and Furnishings: Permittee shall provide all equipment and furnishings necessary to operate the Concession at Permittee's expense. Permittee shall provide operable fire extinguisher on site at all times. Extension cords may not be used as permanent power, nor can they be used in a way that could constitute a trip and fall hazard.

Ancillary Structures: All ancillary structures (e.g., popups, canopies, tables, booths, propane barbecues, etc.) may be approved in advance and in writing by the Director on a case by case basis. Barbecue (meat) Smokers and charcoal barbecues are NOT allowed.

Utilities: The Department of Parks, Recreation and Marine shall be responsible to pay for all utilities, including water, electrical, gas, refuse, and sewer. In the future, Department may require Permittee to provide and pay for utility sub-metering.

Amplified Music or Sound: No amplified music or sound that can be heard outside of the concession stand is allowed, unless approved in the Youth Athletic Field Permit.

Nuisance: Permittee shall not operate the Concession in any manner that will create a nuisance or unreasonable annoyance to the public and shall not allow profane or indecent language, or boisterous, or loud conduct in or directly adjacent to the Concession.

Smoking: Smoking and electronic cigarettes are not allowed in any Park.

Deliveries: Trucks and cars may be permitted in the sports field/Concession area on **PAVED ROADS ONLY** for loading and unloading heavy supplies. Once delivery has been completed, all vehicles must be removed to designated parking lots. Driving on bare grass is forbidden. Should it be necessary to drive on the grass, Permittee shall contact the Department Sports Office in advance for approval and specific requirements (such as the placement of plywood on the grass).

Concession Building Maintenance/Improvement:

Permittee, at permittee's expense, shall maintain the exterior and interior of the building, including but not limited to, painting, roofing, flooring, lighting, electrical, plumbing, drain clearing, windows, doors, locks, the water heater, and repair of vandalism, etc.

The Department shall provide graffiti removal on the exterior of the building.

Should building repair be needed or improvements desired, Permittee shall submit a written request to the Department to enter into a Right of Entry permit to allow the Permittee/Permittees contractor to make necessary repairs or improvements. If Permittee intends to hire a contractor to make repairs/improvements, the contractor shall provide a Certificate of Insurance and an additional insured endorsement to the policy as approved by the City's Risk Manager

Should an emergency repair be needed, Permittee must contact the Department for the Department's on-call list of vendors, who can make the repair, at Permittee's expense. Permittee shall be responsible for all emergency repairs unless otherwise approve by the Director.

Cleanliness: Permittee shall keep the Concession interior, exterior, and the area immediately around the Concession clean, sanitary, and free from trash, vermin and insects, and in a condition satisfactory to the Director. All refuse and waste material created by Permittee's operation shall be removed daily during use.

Trash Disposal: Permittee shall dispose of trash in Department-provided trash receptacles. Items that will not fit into Department-provided trash receptacles (e.g., large boxes, concession item boxes, etc.), must be broken down by Permittee to easily fit into Department-provided trash receptacles. Excessive trash and items that will not fit in a receptacle must be removed off-site by Permittee.

Recycling: Permittee is encouraged, where possible to recycle aluminum cans.

Cooking Oil/Grease Recycling: No cooking oil shall be poured down Concession sink or toilet, or into a park trash can or onto landscaping. All cooking oil shall be recycled at Permittee's sole expense. Acceptable liquid waste containers may be purchased from Uline or a similar company. Permittee shall contact a company or individual of their choosing to dispose of the contained oil, at Permittee's expense, or dispose of filled containers offsite. Should the Department discover

that cooking oil has been disposed of through the Concession's plumbing, the Concession will be closed for the remainder of the Permittee's season, and any repairs to the plumbing/drain shall be at Permittee's expense.

Storage: The Concession may not be used to store Permittee's equipment or any other sport league or personal or business items that are not directly related to the Concession operation.

Security: Permittee shall be responsible for the security of the building, including opening and closing the Concession when being used by the Permittee. Permittee shall provide the Department Athletic Field Permit Office with two keys or the lock combination and the alarm code (if any) to the Concession building.

Theft: Permittee is solely responsible for all theft from the Concession, including cash, equipment or products, etc.

Supervision: Adult supervision must be maintained in and around the Concession, at all times, during Concession operation. Children under the age of twelve are not allowed to volunteer in the Concession.

Inspection: The City shall have the right, without advance notification, to inspect and observe Permittee's operation at any reasonable time, and to perform any maintenance or repairs that are deemed the City's responsibility or to oversee the maintenance or repairs provided by City approved contractors.

Signage: All exterior and interior signage, including advertising and sponsorship, etc. must be approved in advance and in writing by the Director. Permittee shall post a menu with current prices.

Subletting: Subletting of the Concession to any other organization, business or person is strictly prohibited.

Local Permits: Permittee shall be responsible to pull all City permits that may be required to operate the Concession, such as but not limited to Long Beach Health Department permit, and Fire Department permit, etc.

Damage to Site: Permittee shall be responsible for all damage to the Concession building. Permittee shall also be responsible for all damage to the Park turf, irrigation system, and surrounding planted areas if damage occurred during Concession deliveries.

Indemnification and Hold Harmless: (To be attached, as approved by the City's Risk Manager.)

Insurance: (To be attached, as approved by the City's Risk Manager.)

Revocation: This Permit may be revoked immediately by the Director at any time that the Director determines that Permittee has violated or failed to comply with any of the above Terms and Conditions.

The undersigned has read, understands, and agrees to be bound by the above Terms and Conditions, and on behalf of the Permittee. The undersigned hereby warrants and represents that he/she executes this document on behalf of Permittee and has the authority to bind the Permittee with their signature.

DEPARTMENT AFTER HOURS EMERGENCY NUMBER: 562-570-3101, #1

Leave a message and a Department Staff Person will be notified.

Authorized Signature:

Print Name: _____

Organization Title (President, Secretary, etc.): _____

Authorized Representative

Date

- For Office Use -

Approved by:

Director

Date

Revised: 10/8/2019