



**PARK BOARD AGENDA
Education Service Center
12309 22nd ST NE
Monday, March 7, 2016**

CALL TO ORDER: 6:00 pm

ROLL CALL:

GUEST BUSINESS:

ACTION ITEMS:

DISCUSSION ITEMS: A. Business Development in Parks Ashe

- Review of LS Code Requirements*
- Review of Concession Policies*
- Carl Johnson's Recommendation*
- Concession Site Selection#

BOARD MEMBER
REPORTS:

STAFF REPORT /
DIRECTOR'S REPORT:

COUNCIL REPORTS:

ADJOURN:

PROPOSED FUTURE
AGENDA ITEMS:

*ITEMS ATTACHED

**ITEMS PREVIOUSLY DISTRIBUTED

#ITEMS TO BE DISTRIBUTED

THE PUBLIC IS INVITED TO ATTEND

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Steve Edin, City of Lake Stevens ADA Coordinator, (425) 377-3227, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6388, and ask the operator to dial the City of Lake Stevens City Hall number.

Staff Report
City of Lake Stevens
Park & Recreation Planning Board

Park Board Discussion
Date: **March 7, 2016**

Subject: **Business Development in Parks – Process/Proposed RFQ Template**
Contact Person/Department: **Jeanie Ashe, Economic Development Coordinator**

SUMMARY: Staff will open discussion for City of Lake Stevens Ordinances regarding the selling of refreshments or merchandise in city parks; the process for implementing policy and procedures for entering into a concession contract with the City; and the identification of concession sites.

Discussion Item A

10.03.170 Selling Refreshments or Merchandise.

(a) *No person shall sell refreshments ~~or~~, merchandise, or provide services for recreational rentals in any park without first entering into a concession contract with the City according to the rules and regulations established by the Director or unless commercial sales are in conjunction with an event for which an event permits has been issued. (Ord. 821. Sec. 2. 2009).*

(b) *To be eligible to sell good or service the person must address and comply with the standards of 14.16c.065.*

10.03.180 Certain Vocations Prohibited

(a) *No person shall take up collections for any purpose nor solicit for any purposes or products with the exception of approved concessions that follow the process approved by the Director as noted in 10.03.170.*

Discussion Item B

Review of concession policies and RFPs.

Discussion Item C

Identification of concession sites.



CONCESSION POLICIES

The City of Lake Stevens allows for private entities to sell approved refreshments, merchandise and services in City Parks that enhance the recreational experience and utilizes existing assets.

By entering into this Concession Contract the private entity, hereinafter called the "Concessionaire" and the City of Lake Stevens, hereinafter called the "City" agree to the following terms and conditions:

1. The Concessionaire is authorized to only provide ready to eat, non-perishable, pre-packaged food, non-alcoholic beverages and other pre approved items for resale to the general public at reasonable prices.
2. That the approved concession site will only be used as a site to provide snacks, beverages and approved items and services and the Concessionaire agrees not to let or sublet the whole or any part of the concession or assign this agreement or any interest within the property described.
3. Concessionaire **will not** provide fountain drinks, drinks that require cups with lids and straws, styro foam cups or products in glass containers of any kind.
4. Concessionaire shall not stock, offer to sell or sell any tobacco, tobacco products or any souvenirs, counter toys, pictures or items considered novelties.
5. Concessionaire shall not distribute, hand out or offer any leaflets, brochures or literature of any kind.
6. All personal property kept at the concession stand shall be at their own risk. The City will not be held liable for, in any manner or account, of any loss or damage sustained by action of fire, water, elements, theft or any third party.
7. The Concessionaire will be responsible for all litter clean up. Litter clean up should be performed on an 'as needed basis' but will not be less than three times each day the Concession Site is in operation. Litter clean up will be extended to the entire Park or Facility and should include but not be limited to the parking lots, playgrounds, street and beach areas impacted by concession sales.
8. A refundable 'Damage and Litter Deposit' of \$100, made payable to the City of Lake Stevens, will be required (LSMC 10.03.170). The deposit must be received fourteen (14) days prior to the contract commencement date.
9. All or some of the 'Damage and Litter Deposit' may be deducted by the City for any repairs or maintenance including additional litter pick up that the Public Works Department may be required to do. Additional charges will be billed to the Concessionaire if the repair or maintenance exceeds the Damage and Litter Deposit. Repair and maintenance amounts will reflect the current hourly billing rate for a Public Works employee and the amount of the repair.
10. A Certificate of Liability Insurance will be required of the Concessionaire naming the 'City of Lake Stevens' as additionally insured on an Endorsement of Insurance and will provide the City with said Certificate of Liability and Endorsement no less than fourteen (14) days prior to the date of the contract.
11. The Concession Stand at Lundeen Park will not open before 8:30am and will be closed by 7:30pm daily. No exceptions will be made without prior written approval from the Parks Director or his/her designee. Concession Stand operating hours during an event will be reflected in the Concession Agreement.

CONCESSION POLICIES

12. The Concessionaire is responsible for paying all taxes, wages and other costs associated with the sale and distribution of items from the Concession Stand.
13. Concessionaire shall ensure those that work in the concession stand are at least twelve (12) years old. There must be one adult supervisor for every two minors; adult supervisors must be at least eighteen (18) years old.
14. Concessionaire shall comply with the City of Lake Stevens rules and regulations. If at any time any members of the group behave inappropriately or in a manner that conflicts with any laws, park codes or rules and regulations outlined in this contract, they will be asked to leave and this contract will be terminated.
15. Concessionaire shall treat all customers and patrons with courtesy, respect and dignity and shall provide quality customer service.

I, the undersigned, accepts responsibility for this organization and/or groups compliance with all of the above conditions, and further state that I have the authority to make application for this group and/or organization. The undersigned further states that the group and/or organization will observe all rules and regulations established herein for this contract and will comply with and all applicable federal, state or local statues, ordinances or regulations that may or may not be outlined in this permit. The undersigned understands that failure to do so is grounds for immediate termination of this contract.

Indemnification/Hold Harmless

Concessionaire shall defend, indemnify, and hold harmless the City of Lake Stevens, its officers, officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Concessionaires operations or use of Concession Site, or from conduct of Concessionaires business, or from any activity, work done, permitted or suffered by Concessionaire in or about the Concession Stand, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Concessionaire Name _____ Phone _____

Concessionaire Signature _____ Date _____

Group/Organization Name _____

Non Profit Group/Organization _____ Tax ID _____

Mailing Address _____

For Official Use Only

Damage Deposit: _____ Certificate of Liability: _____ Endorsement: _____

Printed Name: _____ Date Received: _____

Signature: _____ Confirmation Sent: _____



Request for Proposal

Lundeen Park Food and Beverage Concession

Revision: 11 February 2013

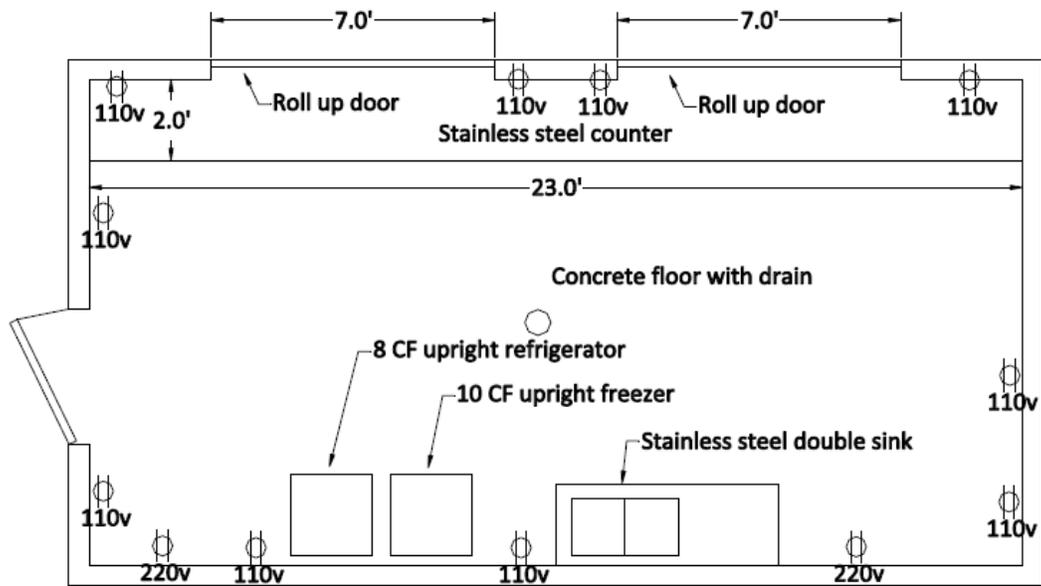
The Request for Proposal (RFP) represents a solicitation by the City of Lake Stevens for food and beverage services to the public. The ideal bidder would have experience in food safety practices, demonstrated financial stability, and experience in operating a food vending service directly with the public.

Overview: The City of Lake Stevens is seeking a seasonal (June through Labor Day concession) contractor to provide food and beverage services to the public in Lundeen Park using the City owned concession facility. The park is open 7 days a week from 9:00 AM to dusk (typically 9:00 PM). The concession facility is located within the City's Lundeen Park location at Lundeen Parkway and 101st Avenue NE. The concession facility has two roll up service door/windows, good lighting, heat, water, a double sink with hot





water, an approximate 8 cf upright refrigerator, and an approximately 10 cf upright freezer. Power includes two 220 volt outlets with remaining outlets at 110 volts.



Note: No stove venting

RFP Requirements: Interested parties are to complete the included proposal form and to submit to the City. The City may reject bids if not completely filled out. Deadline date and instruction for submitting a proposal are included on the proposal form.

Selection Process: Bid proposals will be evaluated by the City based on the following criteria and point system:

- Ability to staff the facility- how will the facility be staff and reliability assurance (10 points)
- Products provided – does the service offer a selection variety that will appeal to all age groups of the park (30 points)
- Hours of operations – comparison of coverage during hours of operations with a focus on the noon, early evening, and weekend park hours of operations (20 points)
- Local business – preference for businesses operated within the City limits(10 points)
- Concession experience – experience in handling food delivery service (10 points)
- Not for Profit – state recognized not for profit organization and how will the profits be used how they will benefit the community of Lake Stevens (20 points)

Approximate Timeline

| | |
|--------------------------------|--|
| RFP issued | Week of 17 th February 2013 |
| Proposal due | 15 th March 2013 |
| Notification of recommendation | Week of 17 th March 2013 |
| Council award | 25 th March 2013 |
| Contract signed | April 2013 |
| Work to Commence | June 2013 |

Requirements of Successful Bidder: If your proposal is accepted, the following fees and requirements will be due upon issuance of your concession permit:

1. City of Lake Stevens Business License. Current fee is \$40 City with \$15 State processing fee (total \$55). Web site for License is BLS.DOR.WA.gov.
2. Insurance. Provider 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 providers 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. Certificate of Insurance shall be filed with the City prior to vendor providing services.
3. Compliance with law/business license. The Provider shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

4. Provider is expected to keep the concessions area clean and provide daily clean-up.
5. Provider shall contact, arrange, and comply with specific Snohomish County Health District requirements.

Duration: At the option of the City, the concession contract can be extended up to three year (2013, 2014, and 2015)

Limited Usage: Open fires; frying; grilling are not allowed; table top oven, microwave, table top warmer, coffee maker soup warmer, counter top hot dog rotisserie/cooker, and power refrigeration and ice machines are allowed. Other power appliance must be approved by the City prior to usage.

Usage Fee - A base fee of \$125 per month and will be charged to cover water, power, and waste.

**Bid Proposal Form
Lundeen Park Concession Facility
2013**

A proposal must be provided by email, hand-delivered, or mailed and must be received by the City no later than the end of the working day on the 15th March 2013. Post marks are not taken into consideration. Award of a selected proposal will be made at the 25th March 2013 Council meeting. Only the successful bidder will be contacted. Results of the selection process will be available for review on the City's Web site under the Council's Agenda for the 25th March 2013 meeting. (www.ci.lake-stevens.wa.us).

Please send bid proposals to the attention of Mick Monken

Email: mmonken@lakestevenswa.us

FAX: 425-212-3327

Mail: POB 257, Lake Stevens, WA 98258

Please complete the following form. Proposals submitted after the deadline date or lacking information on this form may not be accepted. The City reserves the right to reject any and all bid proposal with or without reason.

Staff: Explain how the facility to be staff. This needs to include number of staff members during peak hours and weekends. Also provide what assurance can be provided that coverage will be provided for open hours.

Not for Profit: If you are a not for profit as recognized by the Washington State, please provide the name of your organization: _____

How will the collected funds be used to benefit the Lake Stevens Community?

Sample Contract

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the City of Lake Stevens, a municipal corporation, hereinafter referred to as “City”, and _____, hereinafter referred to as “Concessionaire.”

WHEREAS, the City has requested and received proposals to operate a food and beverage concession (“Concession”) at its Lundeen Park Concession Facility (“Facility”), Lake Stevens, Washington; and

WHEREAS, the Concessionaire submitted a proposal to operate said Concession (“Proposal”) and the City has determined that the Concessionaire submitted the most satisfactory proposal and is willing to award the Concession to Concessionaire in accordance with the terms and conditions of this Agreement; and

WHEREAS, consistent with its Proposal, the Concessionaire represents that it is ready, willing and able to operate the Concession and to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and the Concessionaire as follows:

1. Concession.

a. The City hereby grants unto the Concessionaire the right to operate a food and beverage concession (“Concession”) at its Lundeen Park Concession Facility (“Facility”). The Concession shall be operated within the concessions area of Facility as shown on attached and incorporated Exhibit A (“Concession Area”). Concessionaire’s use of the Concession Area shall be exclusive for providing concession services.

b. The Concessionaire shall engage in the business of selling food, snacks, non-alcohol beverages and other approved merchandise from the Facility. Concessionaire shall not utilize the Facility and/or the Concession granted pursuant to this Agreement to engage in other business, including but not limited to rental of merchandise and/or equipment.

c. All food, snacks, non-alcohol beverages, and other merchandise sold by Concessionaire pursuant to the Concession granted by this Agreement shall be described on a written list submitted to and approved by the City (“List”) prior to Concessionaire selling any such items from the Facility. Concessionaire shall provide the City with at least two (2) business days advance written notice of any request to add items to and/or delete items from the List. Prices charged for said items must be comparable and competitive with those generally charged in the area for similar items.

2. General Rules of Operation.

a. Concessionaire may set hours of operation of the Concession from the Facility between 9:00 AM to 9:00 PM, Monday through Sunday. During all hours of operation, Concessionaire shall maintain on duty adequate personnel to comply with all terms and conditions of this Agreement.

b. Concessionaire shall at all times keep and maintain the Facility, the Concession Area and the equipment and fixtures therein in a clean, sanitary, and properly functioning condition.

c. Concessionaire shall at all times keep the Concession Area and Facility 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.

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

e. During operation hours, the Concessionaire shall immediately report to the Lake Stevens Police Department any illegal or suspicious activities observed or reported to be occurring in or near the Concession Area.

f. The Public Works Director may order Concessionaire to cease Concession operations immediately at any time should the Public Works Director determine such Concession operations are detrimental to public safety, health or welfare.

3. Term of Agreement. The term of this Agreement shall be for the period beginning _____, 20__ and ending _____, 20__. The Mayor may extend the term of this Agreement for two (2) additional one (1) year periods. The City must notify the Concessionaire of any extension of the term of the Agreement in writing at least sixty (60) days prior to the end of the then current term.

4. Licensing and Permit Requirements. Concessionaire shall, at its own expense, obtain all necessary licenses and permits for the operation of the Concession hereunder from appropriate local, regional, state and federal agencies. Concessionaire shall apply, pay for and obtain a City business license prior to operation of the Concession.

5. Modifications to Facility and Concession Area.

a. Any modifications or improvements to the Facility and/or Concession Area desired by the Concessionaire and/or that are required by Snohomish County Health District, the City of Lake Stevens Building Department or any other public agency in order to operate the Concession hereunder must be approved in advance in writing by the City and shall be installed/constructed at the sole expense and cost of the Concessionaire.

b. The Concessionaire shall obtain all applicable permits needed to install any approved modifications and/or improvements to the Facility and/or Concessionaire Area.

c. Any modifications and/or improvements to the Facility and/or Concessionaire Area shall become the property of the City of Lake Stevens upon completion of installation/construction.

6. Payment for Concession.

a. Concession Payment. Concessionaire shall pay to the City on or before the 10th of each month an amount of \$125 for the month (base fee).

b. Late Payment. Should payment required under subsection (a) not be received by the City on or before the 10th of each month; the Concessionaire agrees to pay a late fee equal to Twenty-Five and No/100 dollars (\$25.00) for each day late after the 10th of the month.

c. Maintenance and Inspection of Financial Records. The Concessionaire shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Agreement, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Concessionaire shall afford the proper facilities for such inspection and audit. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Concessionaire shall preserve and make available all such books of account and records for a period of three (3) years after the termination of this Agreement.

7. Inspection. The City reserves the right to inspect the Facility and Concession Area and the Concessionaire's operations on it at any and all reasonable times throughout the term of this Agreement; provided, however, that it shall not interfere unduly with the Concessionaire's operations. The right of inspection reserved to the City hereunder shall impose no obligation upon the City to make such inspections or to ascertain the condition of the premises and shall impose no liability upon the City for failure to make such inspections.

8. Independent Contractor. It is understood and agreed that this is not a contract of employment and that 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 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.

9. Taxes and Assessments. Concessionaire shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, Concessionaire shall pay the same before it becomes due.

10. Insurance.

a. The Concessionaire shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the operation of the Concession hereunder by the Concessionaire, its agents, representatives, and/or employees. The Concessionaire shall, before commencing operation of the Concession under this Agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except workers' compensation. The minimum insurance requirements shall be as follows:

i. Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

ii. Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

iii. Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

b. Notice of Cancellation. In the event that the Concessionaire receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Concessionaire shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. Acceptability of Insurers. Insurance to be provided by Concessionaire shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' A:VII rating.

d. Verification of Coverage. In signing this Agreement, the Concessionaire is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Concessionaire shall provide the City with proof of insurance upon request by the City.

e. Insurance Shall be Primary. The Concessionaire's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Concessionaire's insurance and shall not contribute with it.

f. No Limitation. Concessionaire's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Concessionaire to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. Claims-made Basis. All insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy.

11. Hold Harmless and Indemnification.

a. The Concessionaire shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the operation of the Concession hereunder by the Concessionaire and its officers, agents, and/or employees to the fullest extent permitted by law and subject to the limitations provided below.

b. The Concessionaire's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

c. The Concessionaire's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Concessionaire and its officers, agents, and/or employees shall apply only to the extent of negligence of Concessionaire and its officers, agents, and/or employees.

d. The Concessionaire specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Concessionaire's waiver of immunity by the provisions of this paragraph extends only to claims against the Concessionaire by the City and does not

include, or extend to, any claims by the Concessionaire's employees directly against Concessionaire. The obligations of Concessionaire under this subsection have been mutually negotiated by the parties hereto, and Concessionaire acknowledges that the City would not enter into this Agreement without the waiver thereof of Concessionaire.

e. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

f. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. Termination of Agreement.

a. 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 ten (10) calendar days written notice to Concessionaire.

b. Either party may terminate this Agreement at any time upon sixty (60) calendar days written notice to the other party.

13. 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.

14. Compliance with Law. Concessionaire agrees to operate the Concession under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether Federal, State, Local, or otherwise and including but not limited to all laws and regulations governing the preparation, handling, and serving of foods.

15. Delegation. The operation of the Concession provided for herein shall be performed by Concessionaire, and no person other than regular associates or employees of Concessionaire shall be engaged in such work or services except upon written approval of the City.

16. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Concessionaire to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Concessionaire stated herein.

21. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

22. Nonwaiver. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

24. Attorney's Fees. In the event that any suit or action is instituted by either party to enforce the compliance with or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney's fees.

25. Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

26. Integration/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.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

28. Authority to Bind Parties and Enter Into Agreement. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

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

CONCESSIONAIRE

CITY OF LAKE STEVENS

By: _____
(PRINT NAME & TITLE)

By: _____
Vern Little, Mayor

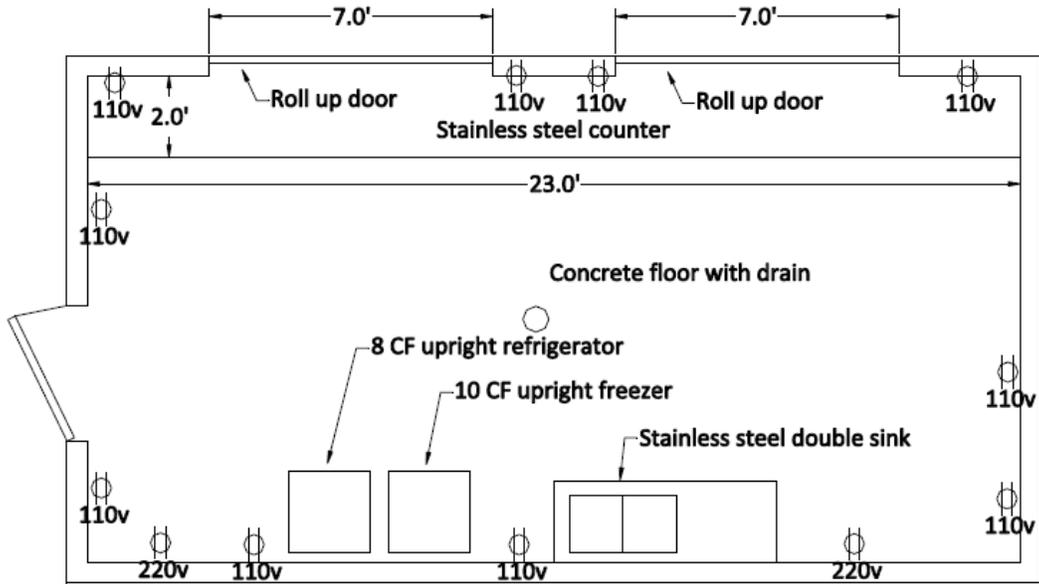
Date: _____

Date: _____

SAMPLE

EXHIBIT A

CONCESSION AREA



Note: No stove venting

SAN