



SPECIALIST CONTRACT – “CONCESSIONAIRE”

This document is an AGREEMENT between the City of Brownsville (City), a municipal corporation with its primary place of business located at 1001 E. Elizabeth St. Brownsville, Texas 78520, and (dba), hereinafter referred to as “CONCESSIONAIRE”. City and Concessionaire are individually referred to as ‘Party’ and collectively referred to as “Parties” throughout this Agreement. This Agreement establishes an arrangement for the CONCESSIONAIRE to provide concession sale of goods to the patrons of City programs, facilities, or services.

TERMS OF AGREEMENT:

The City hereby enters into this Agreement with “**Example**”

(“CONCESSIONAIRE”) to conduct Food & Beverage” at the “**Brownsville Sports Park**” at the “Championship Field and Softball Complex” as indicated in the map (Exhibit A) as follows:

CONCESSIONAIRE	LOCATION	DATES	COST SHARE (Vendor / PARD)	DAYS OF THE WEEK	TIME(S) (Operate/ Sales)
Vendor Name	Championship Field Softball Complex	July 27 – 30, 2023	95% / 05% Flat Fee	Thursday, Friday, Saturday, Sunday	08:00 – 24:00 (not to exceed midnight or 30 minute after the last event)

Insert more rows as needed.

This Agreement is in effect until City terminates for convenience, with ten (10) days prior written notice to Concessionaire.



COLLECTION OF FEES

1. Fee calculation method will be mutually agreed upon based on the scope and service provided and can be one of the following methods:
 - a. Flat Fee or Percentage
 - b. Progressive Percentage
 - c. Net Revenue with Deductible Expenses
 - d. Revenue Sharing with Minimum Guarantee
 - i. GAMES OF TEXAS PACKAGE
 1. Multi-Day Pass (3 Days, 1 Day Free) of \$750.00, per location, plus cost share 95% (Concessionaire) / 05% (City) cost share of gross sales.

The standard option is Revenue Sharing with Minimum Guarantee.

This method entails setting a minimum guarantee amount the concessionaire must pay, regardless of their revenue, plus a tiered percentage based on different revenue thresholds of gross revenue depending on the demand of PARD personnel, resources, and overhead costs. For example:

MG = \$750 RS = 05% CONCESSIONAIRE Gross Revenue = \$12,000

$\$750 + (\$12,000 \times 0.05 = \$600) = \$1,350.00$ due to PARD
 CONCESSIONAIRE Revenue Profit = \$10,650.00

2. The concessionaire will pay City, the agreed concession fees, the aggregate of the following:
 - a. Concession Fee Method: Revenue Sharing with Minimum Guarantee
 - i. Minimum Guarantee Price \$750.00 for 4 Days AND 05% five percent of gross revenues of concessionaire’s revenues fees received or receivable hereunder.
 - ii. The concession fee will be due upon close of business, or no more than 48 hours after date of services rendered or last date of the contract term.
 - iii. The concession fees will be due and payable on or before the 5th day of each month for the previous month if a long-term contract.
 - b. All fees will be remitted payable to the “City of Brownsville, Texas.”
 - c. Each remittance of concession fees will be accompanied by Concessionaire Receipts/Bill of Sales signed by the concessionaire who indicates:
3. If City uses a method to collect the revenue for the CONCESSIONAIRE, as set forth in the cost share agreement; CONCESSIONAIRE will receive payment from City within 30 days of services rendered and copies of the day or term receipts to verify calculations as the CONCESSIONAIRE’s sole compensation for conducting sale of product. For example, City staff would sale a coin or ticket that would be redeemed at the CONCESSIONAIRE for the product(s).
4. If CONCESSIONAIRE misses any Dates during a session, CONCESSIONAIRE will:



- a. Provide advance written notice of at least 24 hours to City
- b. All notices to City should be addressed to the Parks and Recreation Department (PARD) Director as follows:
Damaris McGlone
- c. All notices to CONCESSIONAIRE should be addressed as follows:

GENERAL CONDITIONS

5. City will assign to the CONCESSIONAIRE a specific location(s) or area within the park for concession sales.
6. All food and beverages to be offered by CONCESSIONAIRE shall be approved by City. All items being sold shall be submitted to City for approval prior to sales.
7. CONCESSIONAIRE shall be solely responsible for any loss or damage thereto.
8. CONCESSIONAIRE shall conduct sales in a neat and orderly manner.
9. CONCESSIONAIRE shall leave the location at the same level of cleanliness existing prior to the sale of goods. If additional janitorial services are needed at the site due to CONCESSIONAIRE's refuse, CONCESSIONAIRE shall pay for those additional janitorial services at the fee listed in the Master Fee Schedule of the City.
10. CONCESSIONAIRE is an independent contractor.
11. CONCESSIONAIRE shall provide and pay for all personnel for his/her CONCESSIONAIRE sales and any necessary supervisors.
12. During the CONCESSIONAIRE's contract term with City, CONCESSIONAIRE shall not promote the same or similar sale of goods of existing concessions at City of Brownsville locations, unless explicitly noted in the contract, nor recruit City of Brownsville employees during the term.
13. Prior to changing location or time, CONCESSIONAIRE will consult with the assigned PARD personnel for approval and coordination.
14. CONCESSIONAIRE shall comply with all PARD safety guidelines and is responsible for all its employees complying with those safety guidelines as well as any State or Federal guidelines, including the Americans with Disabilities Act.
15. In consideration of City allowing the CONCESSIONAIRE to conduct sale of goods at a PARD location(s) and receiving [x] percent (x%) of the fees, CONCESSIONAIRE indemnifies and holds harmless the City of Brownsville, its agents, employees, and officers ("Indemnities") from and against any and all liability, damages, loss claims, demands, suits, and causes of action of any nature on account of death, personal injuries, property loss or damage, or any other kind of damage, including all expenses of litigation, court costs, and attorney's fees, which arise, or are claimed to arise, out of or in connection with CONCESSIONAIRE conducting Classes at the location pursuant to this contract, regardless of whether such injuries, death or damage are caused, or are claimed to be caused by concurrent or contributing negligence of Indemnities, but not by the sole negligence of Indemnities unmixed with the fault of any other person or entity.
16. The City may cancel this Contract at the end of any session.



17. CONCESSIONAIRE shall abide by the City's regulations & policies, including obtaining appropriate permits. CONCESSIONAIRE shall secure and maintain current health, fire, ... permits and be it known to be responsible for compliance with Texas Comptroller requirements and regulations. Health inspector will inspect and approve all food (vending/catering). Establishment must comply with the Texas Food Establishment Rules (TFER) and City of Brownsville Health Ordinances.
18. There is no smoking in City of Brownsville parks and facilities.
19. May not use PARD utilities for the Concession unless otherwise approved by using a PARD concession facility, or as permitted by coordinating staff.
20. No hand bills or other advertising material may be distributed by CONCESSIONAIRE.
21. CONCESSIONAIRE may be requested to cease and desist its concession by the City.
22. The City shall have no obligation or liability to the CONCESSIONAIRE, if the City should be prevented from holding/hosting the event by reason of strike, civil disobedience, and act of terrorism, war, acts of God, or other force majeure.
23. Original permits issued to the CONCESSIONAIRE must be openly displayed.

FOOD PROTECTION

Failure to comply with these critical operational requirement items may result in immediate closure. Closure is in effect until the item(s) is corrected.

24. All potentially hazardous foods (PHF's) must meet temperature requirements during storage, preparation, and display. PHF's cannot be left out at ambient temperature for more than four (4) hours and shall be discarded if left at ambient temperature more than four (4) hours. All leftover PHF's must be discarded at the end of each day.
25. All foods must be kept covered when not being served to protect from contamination by flies, gnats, coughing, sneezing, or other means.
26. Cakes, cookies, sweet bread, etc., must be individually wrapped or must be served with its own utensil.
27. All necessary equipment must be provided to maintain product temperatures of 41 °F or less, or 135°F or greater. Steam tables or slow cooking devices are unacceptable for reheating food because they do not heat a refrigerated product fast enough to inhibit the growth of harmful bacteria. If prepared in advance in a licensed food establishment and refrigerated, hot PHF's must be heated to 165°F before placing in a steam table or other device and held at temperature of 135°F.
28. The following temperatures must be utilized when cooking PHF's:
 - a. 165°F for 15 seconds - poultry; stuffing containing fish, meat, or poultry; stuffed fish, meat, pasta, or poultry.
 - b. 155°F for 15 seconds - ground fish, ground meat (hamburgers); pooled raw eggs.
 - c. 145°F for 15 seconds - raw shell eggs that are broken and prepared in response to a consumer's order and for immediate service; fish, meat, and pork.



29. All food products must be stored at least six (6) inches off the ground. Thawing of frozen foods shall take place in a walk-in cooler or refrigerator, or under running water and never at ambient temperature. Fruits and Vegetables for fruit salads, chili sauces, pico de gallo, guacamole, etc. must be washed before processing for cooking and making salads. Shucked oysters must be maintained at 41 °F or below and if using shell oysters, the tags from the bags or boxes the oysters are packaged in must be kept for 90 days.
30. All ice must come from an approved source. Must be stored in a clean container and an ice scoop must be provided for dispensing and not left in the ice.
31. Ice used to maintain product temperature cannot be used for consumption.
32. Only single service articles will be allowed. (i.e. plastic, spoons or forks)
33. Potable water must be provided for washing, rinsing, and sanitizing of utensils. The three-part station may consist of plastic or metal and must be supplied with a bottle of liquid detergent and a bottle of bleach for sanitizing.
34. The hand washing station will consist of a clean container with a spigot filled with potable water, a catch basin to hold wastewater, and soap and paper towels.
 - a. The Water in all containers must be changed as it becomes dirty, and the wastewater shall be disposed of in an approved wastewater disposal system.
35. Spray bottle with chlorine bleach or other approved sanitizing solution should be provided for sanitizing food contact surfaces, equipment, and wiping cloths. An approved test kit must be available to accurately measure the concentration of sanitizing solutions for appropriate strengths.
36. A thermometer must be provided to check potentially hazardous food temperatures while on storage, preparation, or display.
37. Food items from an approved source only or prepared on site.
38. Food and drink shall be distributed from a roofed concession stand. Charcoal or gas grills may be placed outside the stand but protected from potential overhead contamination.
39. Booth must be placed on concrete or asphalt, or other impervious material. Cardboard or carpet not acceptable. Booth shall be cleaned at the end of each day, but more frequently if required to reduce the attraction of rodents and insects.
40. Sneeze guards shall be used if displaying foods to the public. Self-service items (pickles, onions, hot sauce, etc.) must be stored in containers with covers or provided in single portion packets.
41. Facilities for trash will consist of a metal or plastic receptacle with a lid.

PERSONAL HYGIENE

42. Persons working in the booth should wear clean clothes, including shoes, shirts, and pants/shorts.
43. Hair restraints must be used, i.e.: caps, hairnets, scarves, etc.
44. The person handling the money cannot dispense food unless he/she washes hands before handling the food.
45. Jewelry should not be worn, and fingernails maintained clean and unpainted.



46. Barehand contact with ready-to-eat food is not allowed. Single-use gloves or proper utensils must be utilized. Gloves should be disposed of, and new ones used after every absence from the workstation and as deemed necessary.

REQUIRED ACKNOWLEDGMENTS

_____ I will agree to keep a financial record of all transactions made and will submit all records to the City.

_____ I understand the policies and procedures as outlined for this Agreement and accept responsibility for observance of such policies and procedures.

_____ I acknowledge that my products and promotional materials are free of discriminatory language as consistent with the City’s statement on harassment and discrimination.

_____ I understand that this Agreement is not valid until signed by the City.

_____ I will bring a physical or digital copy of the approved concessions permit to my event or activity.

CONCESSIONNAIRE GOOD STANDING

- The applicant is currently recognized and in good standing.
- Appropriate Documentation is included.
- Forms submitted by deadlines.

Signed this _____ day of _____, _____

CITY OF BROWNSVILLE

CONCESSIONNAIRE

Name: _____

Name: _____

Title: _____

Title: _____

Email Address: _____

Email Address: _____

Address: _____

Address: _____

City: _____ Zip: _____

City: _____ Zip: _____

Phone: _____

Phone: _____