

BCC Mtg. Date: June 2, 2020

RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
**DELEGATION OF AUTHORITY TO THE MANAGER OF THE
PARKS AND RECREATION DIVISION TO EXECUTE
BUSINESS PERMIT AGREEMENTS FOR THE USE OF
COUNTY BOAT RAMPS**

Resolution No. 2020-M-22

WHEREAS, the Orange County Parks and Recreation Division endeavors to provide the citizens of Orange County with the opportunity to participate in a variety of recreational activities at the County's various park facilities; and

WHEREAS, Orange County currently owns and operates numerous public boat ramps and associated recreational areas and facilities throughout the County; and

WHEREAS, on May 5, 2020, the Board of County Commissioners ("Board") adopted Ordinance No. 2020-11, establishing general use regulations to provide clear and consistent standards regarding the County's public boat ramps and related recreational areas and facilities ("Boat Ramp Ordinance"); and

WHEREAS, in order to protect the health, safety and welfare of its citizens, the Boat Ramp Ordinance prohibits commercial activity at public boat ramps without a valid permit issued by the Parks and Recreation Division; and

WHEREAS, persons or entities seeking a permit to conduct commercial activities at the County's public boat ramps will be required to enter into a Parks and Recreation Business Permit Agreement ("Permit Agreement") setting forth the terms and conditions under which commercial activities may occur; and

WHEREAS, due to the potential high volume of Permit Agreements and the various amendments and revisions required thereto from time to time, the Board finds that it would be more expedient and efficient to delegate to the Parks and Recreation Division Manager the limited authority to execute Permit Agreements on the Board's behalf; and

WHEREAS, the Board desires to grant the Parks and Recreation Manager the limited authority to execute Permit Agreements as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. The above recitals are hereby incorporated and are to be considered binding.

Section 2. The Manager of the Parks and Recreation Division is hereby granted the limited authority to execute, on behalf of the County, Parks and Recreation Business Permit Agreements that substantially conform to the form agreement set forth in **Exhibit "A"** to this Resolution, attached hereto and incorporated herein by this reference, which agreement has been reviewed by the County Attorney's Office and Risk Management Division and approved by the Board pursuant to this Resolution.

ADOPTED this 2nd day of June, 2020.

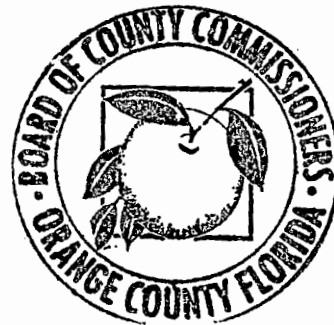
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings,
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: *Phil Diamond*
Deputy Clerk



ORANGE COUNTY, FLORIDA

Parks & Recreation Business Permit Agreement

(Park Name) (Business)

This Agreement made and entered into this _____ day of _____, 20____
by and between Orange County, Florida, a charter county and political subdivision of the State
of Florida ("County"), and _____,
("Contractor").

In consideration of the covenants of the parties hereafter set forth, and for other good
and valuable consideration, the parties hereto mutually agree as follows:

1. The County hereby agrees to permit Contractor to perform the following services
conditioned upon the terms and conditions set forth herein:

("Services").
2. The term of this Agreement shall commence upon execution by both parties
hereto and shall end on the 31st day of December, _____ ("Term"). This
Agreement may be terminated with or without cause by either party with thirty
(30) days advanced written notice to the other party. The County may terminate
this Agreement at any time, without notice and without penalty, in order to protect
the health, safety, and welfare of the public.
3. During the Term, Contractor may perform the Services at the following location(s)
and during the following days and times:
Locations: _____
Days/Times: _____

EXHIBIT "A"

4. The annual permit fee to perform Services under this Agreement shall be Three Thousand and no/100 Dollars (\$3,000.00), except that if Contractor maintains a brick-and-mortar business address within the jurisdictional boundaries of Orange County, the permit fee shall be Two Thousand Five Hundred and no/100 Dollars (\$2,500.00). Checks shall be made payable to Orange County Board of County Commissioners and mailed or delivered to:

Orange County Parks and Recreation Division
c/o Therasa Vance
4801 W. Colonial Drive
Orlando, FL 32808

5. Unless otherwise expressly provided in this Agreement, Contractor is subject to the requirements and limitations set forth in Ordinance No. 2020-11. In the event of a conflict between Ordinance No. 2020-11 and this Agreement, this Agreement shall prevail.
6. Contractor and all of Contractor's employees shall be subject to annual criminal background screenings that will be provided and paid for by the County.
7. Contractor shall conform to the following requirements, where applicable:
- a. All vessels used to provide Services shall comply with Chapters 327 and 328, Florida Statutes, as applicable, and as may be amended from time to time.
 - b. Contractor shall provide the County photographs, along with complete manufacturer specifications, of all vessels being utilized to provide Services and shall identify, in writing, any modifications to the manufacturer specifications.

- c. Contractor shall provide a copy of all licenses and registrations for all vessels being utilized to provide the Services.
- d. All vessels used for Services shall have the business name clearly marked on both sides of the rudder or on the upper one-third (1/3) of the cage area of the vessel, so as to be plainly visible from the port or starboard side of the vessel; with no less than four inch (4") high block lettering of contrasting color.
- e. Mufflers and carbon fiber ground adjustable propellers shall be installed on each airboat to reduce noise levels. The maximum noise level of the commercial airboat operations is ninety (90) decibels, measured fifty (50) feet from the vessel. If the County determines that Contractor's commercial airboat operation exceeds the maximum noise level decibels, then Contractor shall cease all operations until the noise level is reduced to an acceptable level of below ninety (90) decibels.
- f. Proof of current, valid United States Coast Guard Auxiliary Charter Boat Captain's License must be provided to the County, where applicable (Operator of Uninspected Passenger Vessels or Master License), dependent upon number of passengers and vessel tonnage.
- g. Proof of additional licenses, permits, or required registrations to provide Services from the boat ramp facility shall be kept up-to-date and must be provided to the County annually, including, but not limited

to State Commercial Vessel License and Commercial Vessel Registration.

8. Contractor shall have in force the types of insurance and at the limits identified below. Contractor shall provide certificates of insurance to the County prior to execution of this Agreement and then annually thereafter, and may not commence Services under this Agreement until the County's Risk Management Division confirms that Contractor has satisfied the requirements of this section. The insurance certificate shall provide that the applicant's insurance policy shall not be cancelable without thirty (30) days prior written notice to the County. Any waiver of insurance requirements must be approved by the County.
 - a. **Boat Tours: Commercial General Liability** –Contractor will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$1,000,000. The policy must name Orange County Board of County Commissioners as an additional insured.
 - b. **Paddle Sports: Commercial General Liability** – Contractor will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$500,000. The policy must name Orange County Board of County Commissioners as an additional insured.
 - c. In addition to the certificate(s) of insurance at the limits provided for in subsections a. and b., Contractor shall also provide endorsements for each policy as specified below.
 - i. Required Endorsements for Commercial General Liability:
 1. Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents
 2. Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent
 - ii. Required Endorsements: Waiver of Subrogation- WC 00 03 13 or its equivalent
 - iii. If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.

- d. **Boat Tours: Vessel Protection and Liability Coverage** – Contractor will provide coverage for limits of not less than \$1,000,000.
 - e. **Commercial Automobile Liability** – Contractor will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent. If automobile is not used in the operation of the business, then a copy of Contractor's personal auto insurance policy declaration page shall be provided.
 - f. **Boat Tours: Worker's Compensation** – Contractor will provide Worker's Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees. The limits will be statutory for Worker's Compensation and \$100,000 for Employer's Liability. If Contractor employs less than 4 staff, a statement must be provided that they are not required to carry Worker's Compensation coverage.
9. Contractor shall defend, indemnify and hold harmless the County from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of, or resulting from performance of Services by the Contractor, its agents, servants, invitees and guests under this Agreement. Contractor will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury or loss to all persons and property while performing Services.
10. Contractor shall comply with all applicable State of Florida and local laws, ordinances, regulations or other orders regarding the safety of persons or property, or their protection from damage, injury or loss.
11. The Contractor shall provide Services and operate in such a manner to reflect a positive public image for this contractual relationship for both Contractor and the County.

EXHIBIT "A"

12. The Contractor acknowledges that he or she is an independent contractor and is not an employee of the County and that as such, all insurance and other benefits for the Contractor and/or his/her employees are the responsibility of Contractor and not the County. Contractor is not subject to sovereign immunity or the provisions of Section 768.28, Florida Statutes.
13. The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations and documents of the contractor or its subcontractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business.
14. This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida.
15. This Agreement contains all the understandings and agreements between the parties and no modifications or amendments shall be effective unless embodied in writing and executed by the legally authorized representatives of both parties. Contractor shall not subcontract, assign, or transfer this Agreement, or delegate

the performance of any Service required herein to any other person or entity without the prior written consent of the County.

I hereby accept and agree to all the terms of this Agreement.

ORANGE COUNTY, FLORIDA

BY: _____
Matt Suedmeyer
Manager, Parks and Recreation Division
(pursuant to signature authority granted by Resolution No. _____)

DATE: _____

Park Name _____

Contractor _____

Name of Business Organization (if any) _____
Address _____
City _____ State _____ Zip _____
Daytime Phone _____ Alternate _____

By: _____
Contractor Signature Date

Revised: June, 2020