



Interoffice Memorandum

AGENDA ITEM


August 18, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Raul Pino, MD, MPH, Director
Health Services Department

FROM: Diane Summers, Manager
Animal Services Division
Contact: (407) 254-9144

SUBJECT: Contractual Services Agreement between City of Orlando and Orange
County
Consent Agenda – September 13, 2022

A handwritten signature in black ink, appearing to be "JP", is located to the right of the "THRU" and "FROM" fields.

For the last eight years the Orange County Animal Services Division has hosted its annual rescue appreciation event, "Barktoberfest", at the City of Orlando's Lake Eola Park. In order for the Animal Services Division to use Lake Eola Park as its venue for the event, the City of Orlando requires that an event permit be obtained.

This year's 9th Annual Barktoberfest event is scheduled to occur on Sunday, November 20, 2022. As the Animal Services Division seeks to maintain continuity with the event location, it hereby requests that the Board approve the terms, conditions, and waivers found in the City of Orlando's event permit application; and give authorization to the Manager of the Animal Services Division to execute the event permit application, approved event permit, and any associated amendments or additional Barktoberfest-related documents or forms that the City of Orlando may require in the future.

ACTION REQUESTED: Approval of the terms, conditions, and waivers found in the event permit application for the hosting of the 9th Annual Barktoberfest rescue appreciation event and authorization to the Manager of the Animal Services Division to execute the event permit application, approved event permit, and any associated amendments or additional Barktoberfest-related documents or forms that the City of Orlando may require in the future. **(Animal Services Division)**

Attachments

C: John Goodrich, Deputy Director, Health Services Department

Permit

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS



BCC Mtg. Date: September 13, 2022

Lake Eola Park
512 E Washington St
Orlando, FL, US 32801

PHONE:(407) 246-4484
FAX:(407) 246-4038
EMAIL:eolahouse@cityoforlando.net

Permit # R50993

Status Approved

Date Aug 4, 2022 10:55 AM

| | | | |
|-----------------------------|-------------------------------------|-----------------------------|------------------------|
| Organization Name | Orange County Animal Services - 416 | Organization Phone 1 | (407) 254-9145 |
| Customer Type | Exempt Sales Tax | Number | |
| Organization Address | 2769 Conroy Rd Orlando, FL 32839 | | |
| Agent Name | Diane Summers | Primary Phone Number | (407) 254-9141 |
| | | Email Address | diane.summers@ocfl.net |
| System User | kob18101 | | |

| | |
|-------------------|------------|
| Rental Fee | \$1,990.00 |
| Discounts | \$0.00 |
| Subtotal | \$1,990.00 |
| Deposits | \$1,000.00 |
| Deposit Discounts | \$0.00 |
| Total Permit Fee | \$2,990.00 |
| Total Payment | \$2,990.00 |
| Refunds | \$0.00 |
| Balance | \$0.00 |

| | | | |
|---|-----------------------|------------------------|----------------------|
| Barktoberfest | 1 resource(s) | 1 booking(s) | Subtotal: \$2,990.00 |
| Event Notes: Setup 10 am - 12 pm Event 12 - 4 pm Breakdown 4 - 6 pm | | | |
| Booking Summary | | | |
| LEP - N.E. Grass Area (Special Event) | | Center: Lake Eola Park | |
| START DATE/TIME | END DATE/TIME | ATTENDEE | AMT W/O TAX |
| Nov 20, 2022 12:00 PM | Nov 20, 2022 4:00 PM | 5000 | \$1,990.00 |
| Breakdown Fee-Hourly | \$150.00 / Each x 2 | \$300.00 | |
| Labor Charge-Maint-Shift 1 | \$35.00 / Each x 24 | \$840.00 | |
| Labor Charge-Porter | \$25.00 / Each x 4 | \$100.00 | |
| Rental Fee-Hourly | \$150.00 / Hour x 4 | \$600.00 | |
| Setup Fee-Hourly | \$75.00 / Each x 2 | \$150.00 | |
| Resource level fees | | | \$1,000.00 |
| Damage Deposit | \$1,000.00 / Each x 1 | \$1,000.00 | |

| | |
|---|--------|
| Custom Questions | |
| QUESTION | ANSWER |
| Do you plan on serving alcohol at your event? | No |

Enter either City purchased or Client provided Insurance# and Expiration Date:(Enter N/A if no On file applicable)

Provide your Florida State Sales Tax Exempt# and Expiration Date:(Enter N/A if not applicable)On file

Will you need tables and chairs for your event?

No

Waivers and Information

| WAIVER NAME | DUE DATE | FOR | SIGNING STATUS |
|-----------------------------------|--------------|---------------|--|
| Hold Harmless/Insurance Agreement | Nov 20, 2022 | Diane Summers | Waiver Signed by: Diane Summers on Aug 4, 2022 |

LICENSEE

HOLD HARMLESS/INSURANCE AGREEMENT

The Contractor-Vendor or use hereby promises and agrees to indemnify and save harmless the City of Orlando, a municipal corporation, its officers, agents, and employees from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Contractor-Vendor, officers, agents, servants, employees or others, or because of or due to the mere existence of the agreement between the parties.

The licensee shall supply a Certificate of Insurance reflecting minimum coverage of \$500,000 bodily injury per occurrence and \$100,000 property damage or such other coverage amounts as set forth for this type of event in City Policy 161.3 no later than ten (10) calendar days prior to program /event date, or licensee can purchase insurance coverage through plan available by contracted carrier through the City. The City of Orlando shall be named as an additional insured, which shall be noted on the Certificate. The City will be listed as the Certificate holder. The applicant's insurance policy shall not be canceled without thirty days prior written notice to the City. The undersigned agrees to abide by the regulations governing the requested facility and is responsible for charges incurred and must supply a Certificate of Insurance to the Recreation Division, or the Parks Division. The City agrees to license the use described in Section I by the Contractor-Vendor in exchange for the permit fee paid and insurance provided by Contractor-Vendor.

COPYRIGHT LAW: Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under the agreement. Licensee agrees to indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by licensee in connection with this Agreement and will defend the City from any such suit or action, regardless of whether it be groundless or fraudulent.

X: _____ X: _____

Licensee Signature Date

Licensor Signature Date

LICENSEE ACKNOWLEDGEMENT

II. You are required to sign and date your agreement. The applicant, Facility user and its principals agree to give accurate information to the City regarding the expected number of event attendees and the exact nature of the event for which the City facility is rented. Failure to do so may result in the applicant, facility user and its principals from future rentals of any City facility for a period of up to three years. Any breach of the facility use agreement terms or 18A permit (if applicable) conditions shall also result in the applicant, facility user and its principals from future rentals of any City facility for a period of up to three years. Falsification of information may result in rejection of the agreement or cancellation of the event by the City of Orlando. The City shall not allow use of any City facility by any applicant, facility user or its principals that owe the City money. In addition, an individual may be subject to prosecution under Orlando City Code Section 43.16, False Information.

X: _____ X: _____

Licensee Signature Date

*Community Based Facility Use Contracts expire 90 days after approval and are subject to renewal by applicant on or before 14 days prior to expiration.

The program/event will be terminated should it create or cause any violation of Local, State, Federal, or City of Orlando laws or ordinances. Litter resulting from the use of this facility is to be picked up and deposited in refuse containers before leaving the area or facility. Facility must be left in same condition as when rented. If not, the damage/clean-up deposit will be forfeited.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit. FS 404.056(8)

FOR RENTALS AT THE LAKE EOLA HOUSE

III. The Eola House (facility) is a beautiful, historic property and as such, not all portions of it are in compliance with the Americans with Disabilities Act building requirements. Licensee specifically acknowledges the limitations of the facility and agrees to license it as is. If temporary accessibility measures are needed for the duration of the event in order to make the facility accessible for Licensee's guests or participants, Licensee is responsible for arranging for those temporary improvements, paying for those improvements and removing the improvements at the end of the term. Under no circumstances shall Licensee or its agents make any permanent physical changes or improvements to the facility without written permission from the Families, Parks & Recreation Department Director.

X: _____ X: _____

Licensee Signature Date

Terms and Conditions:

Applicable Law: The Licensee shall conform to all existing and applicable City ordinances, resolutions, state laws, federal laws, and all existing and applicable City rules and regulations. Licensee and its employees, agents, and contractors agree to be bound by and comply with Families, Parks and Recreation rules for activities upon or use of the City facilities, and any rules and regulations regarding entering upon and use of City-owned property as directed by the City of Orlando Families, Parks and Recreation Division Manager and other City officials. Additionally, for events or activities upon or at the facility, Licensee has read and agrees to be bound by the Rules and Regulations for the facility. Said Rules and Regulations are incorporated herein and attached hereto by this reference. At any point during a function or event, an agent of the City of Orlando may terminate the function or event before the scheduled ending time at the discretion of the City agent without rescheduling the event or refunding any part of the rental fee for a material violation of this Contract or a violation of the aforementioned rules and policies. This Contract does not constitute a waiver of any applicable codes or regulations. The parties agree that they shall not discriminate on the basis of race, color, religion, sex, national origin, or disability.

Publicity: Licensee shall obtain the prior written consent of the City concerning the content and plan of distribution of any public announcement, press release or advertisement concerning this Contract. Licensee shall obtain the prior written consent of City before making any announcements or distributing any materials for the development of Licensee's business that in any way publicize the relationship between Licensee and City (such as, but not limited to, client lists, marketing pieces or sales materials). Notwithstanding the foregoing, consent may be withheld by City in its absolute discretion.

City Marks & Logos: The "City Trademarks" are defined as: the City name, trade names, trademarks, service marks, designs, trade dress and logos. Licensee will obtain the City's written approval of each use of the City Trademarks in connection with the Contract, in advance and in writing. Notwithstanding the foregoing, consent may be withheld by City in its absolute discretion.

Modification: This Contract contains the entire agreement of the parties. No representations were made or relied upon by any party other than those that are expressly set forth herein. No agent, employee, or other representative of any party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

Strict Compliance: All provisions of this Contract and each and every document that shall be attached or incorporated herein shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative of all parties. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Independent Contractor: Nothing in this Contract shall, in any way, be construed to constitute the Licensee or any of its agents or employees as the representative agents or employees of the City.

Limitation of Liability: The City shall not be liable to the Licensee for any special, indirect, incidental or consequential damages including, without limitation, damages for lost profits, or costs of procurement of substitute goods or services, arising out of this Contract. The City's total liability to Licensee under or in connection to this Contract for City's performance required hereunder shall not exceed the amounts paid or payable to the City. The City is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of the City beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

Force Majeure: If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to circumstances beyond its reasonable control, including but not limited to fire, hurricanes, flood, civil commotion, riot, war (declared and undeclared), revolution, embargoes, or power failures, then said failure to perform shall not be deemed a breach of this Contract. Inclement weather is not considered a force majeure event.

Attorney's Fees: In the event of any legal action to enforce the terms of this Contract, the City shall be entitled to recover its damages and expenses including reasonable attorney's fees.

Severability. If any term of this Contract is found to be void or invalid, such invalidity shall not affect the remaining terms of this Contract, which shall continue in force and effect.

Authority: The City and Licensee represent that each, respectively, has full right, power, and authority to enter into and execute this Contract. Theft. The City will not assume responsibility for theft or damage to any motor vehicles or any other property while located in the building or in

the city parking lots. The Licensee assumes all liability for any such damage or theft, including any theft or damage to rental equipment procured through a third party vendor.

Condition of Facility: The Licensee is responsible for leaving the inside/outside of the facility and the parking lot in the same condition as before the event. This includes but not limited to, removing all trash into the dumpster, taking down decorations, clearing tables and removing all items brought into the building or facility. If spills occur during the event, the Licensee is responsible for cleaning those spills. City staff will inspect the building before the Licensee's deposit is given back.

Lost Property: Items left behind by Licensee or guests of Licensee are not the responsibility of the City. If items are discovered, they will be returned to the Licensee if Licensee notifies City of missing items within seven (7) days of the event. Any items not claimed within seven (7) days after the event will be donated to a local charity.

Choice of Law: Florida law will govern the terms and the performance under this Contract. The parties agree that any suit, action or proceeding by any party against any other party hereto arising out of or relating to this Contract or any transaction contemplated hereby shall only be brought in federal or state courts in the State of Florida, Orange County, and each Party hereto hereby submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

LICENSEE ACKNOWLEDGEMENT: You are required to sign and date this Contract. Falsification of information may result in rejection of the Contract or cancellation of the event by the City of Orlando. In addition, an individual may be subject to prosecution under Orlando City Code Section 43.16, False Information

Signature _____

COVID-19 Disclaimer

Nov 20, 2022

Diane Summers

Waiver Signed by: Diane
Summers on Aug 4, 2022

DISCLAIMERS - COVID-19

Please read carefully and in entirety. This is a legally binding agreement.

The undersigned understands and agrees that novel coronavirus infections ("COVID-19") have been confirmed in the state of Florida and that COVID-19 is an extremely contagious virus that spreads easily through person to person contact. The City of Orlando is following guidelines issued by the Florida Department of Health and the Centers for Disease Control and Prevention (CDC) in developing protocols for preventing the transmission of COVID-19 at City facilities.

Due to the nature of the facility, I acknowledge that physical distancing of six (6) feet per person is not possible.

Despite the City's reasonable efforts to mitigate the risk of exposure to COVID-19, the undersigned acknowledges and understands that there are known and unknown risks in participating in the programs and activities ("programs") or using these facilities, services, equipment and premises ("facilities"), and by participating in the programs or using these facilities, the undersigned and/or participating individual(s) may be exposed to COVID-19, which could result in quarantine, serious illness, permanent disability, and/or death.

Further, by using these facilities, the undersigned warrants that he/she and/or participating individual(s) have not experienced symptoms of COVID-19 within the previous fourteen (14) days, including but not limited to, coughing, fever, and shortness of breath. I

further warrant that any individuals who have experienced symptoms will be denied access. Some facilities may require temperature checks prior to entry and I consent to such check. The City in no way warrants that the COVID-19 infection will not occur through participation in our programs or using our facilities.

I agree to comply with the Florida Department of Health and the Centers for Disease Control and Prevention (CDC) guidelines applicable to COVID-19 in use of the City of Orlando facilities, services, equipment and premises and participation in the City of Orlando programs and activities.

1. The undersigned acknowledges and agrees that any use of The City of Orlando facilities, services, equipment and premises and any participation in The City of Orlando programs and activities comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or

disease. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of the Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

2. Further, In consideration of the use of the Facilities and participation in Programs I, the undersigned, agree that The City of Orlando, its officers, directors, agents, employees, volunteers, and representatives will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents, or

guests, including minors, however occurring including, but not limited to the negligence of The City of Orlando. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of the Facilities and participation in Programs. I understand that this waiver and release includes any claims based on negligence, action or inaction of any of the above released parties and covers bodily injury (including death), emotional injury, property damage, disability, sickness or diseases or accident of any kind, whether that participation is supervised or unsupervised, however the injury occurs whether, before, during or after such participation.

3. I further agree, on behalf of myself and any and all legal successors, to release and HEREBY

DO RELEASE, WAIVE AND COVENANT NOT TO SUE The City of Orlando for any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and any and all legal successors may have, now or in the future, against The City of Orlando on account of personal injury, property damage, disability, death, sickness, diseases or accident of any kind, arising out of or in any way related to the use of the Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of The City of Orlando.

4. In further consideration of the use of the Facilities and participation in Programs, I agree to INDEMNIFY AND HOLD HARMLESS The City of Orlando from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs by myself, my family members, dependents or guests, including any minors.

I understand that the terms of this agreement are legally binding and certify I am signing after having carefully read this agreement.

Signature _____

Deposit

| EVENT | RESOURCE | DEPOSIT FEE | CHARGE | TAX | AMOUNT PAID | REFUNDS | BALANCE |
|---------------|--------------------------|-------------------|------------|--------|-------------|---------|---------|
| Barktoberfest | LEP - N.E. Grass Area | Damage Deposit | \$1,000.00 | \$0.00 | \$1,000.00 | \$0.00 | \$0.00 |

Payment and Refund

| RECEIPT # | DATE | FEE DESCRIPTION | EVENT | RESOURCE | PAYMENT / REFUND |
|-------------|-------------|--------------------------------|---------------|--------------------------|------------------|
| 1031936.001 | Aug 9, 2022 | Damage Deposit | Barktoberfest | LEP - N.E. Grass Area | \$1,000.00 |
| 1031936.001 | Aug 9, 2022 | Breakdown Fee- Hourly | Barktoberfest | LEP - N.E. Grass Area | \$300.00 |
| 1031936.001 | Aug 9, 2022 | Labor Charge- Maint-Shift 1 | Barktoberfest | LEP - N.E. Grass Area | \$840.00 |
| 1031936.001 | Aug 9, 2022 | Labor Charge- Porter | Barktoberfest | LEP - N.E. Grass Area | \$100.00 |
| 1031936.001 | Aug 9, 2022 | Rental Fee-Hourly | Barktoberfest | LEP - N.E. Grass Area | \$600.00 |
| 1031936.001 | Aug 9, 2022 | Setup Fee-Hourly | Barktoberfest | LEP - N.E. Grass Area | \$150.00 |