

REQUEST FOR PROPOSALS

Recreational Watercraft Rental Services at City Parks
New Port Richey, FL 34652

RFP #2020-018



RELEASE DATE:
JUNE 22, 2020

SUBMISSION DEADLINE:
2:00PM/ JULY 10, 2020

RFP SUBMITTAL - Sealed proposals shall be delivered to the City Clerk's Office, 5919 Main Street, New Port Richey, Florida 34652, up until the advertised date and time below. It is the respondent's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place.

Any proposals received after the advertised date and time of bid opening will not be considered.

Proposals shall be presented in a sealed envelope and identified with the following information on the outside of the envelope:

RFP #2020-018

OPENING DATE AND TIME - July 10, 2020 @ 2:00 pm

RFP HEADING - Watercraft Rentals

RFP OPENING - Bids will be opened in the New Port Richey City Hall.

RFP WITHDRAWAL - Proposals may be withdrawn or modified up to the advertised date and time of opening. Withdrawal requests shall be in writing. The City reserves the right to require proper identification of any party making such a request. No proposal may be withdrawn subsequent to RFP opening.

EXECUTION OF PROPOSAL - Each proposal sheet shall contain a manual signature of an authorized representative in the space(s) provided. All information shall be legible and either written in ink or typed. All corrections (additions or erasures) made by the respondent to any entry shall be dated and initialed in ink.

RFP ADDENDA - All changes in connection with this RFP will be issued by the City in the form of a written addendum.

CONDITIONAL PROPOSALS - The City of New Port Richey reserves the right to reject proposals containing any additional terms and conditions not specifically requested in the RFP solicitation.

CLARIFICATION/CORRECTION OF PROPOSAL ENTRY - The City of New Port Richey reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

EEO STATEMENT - The City is committed to assuring equal opportunity in the award of contracts and believes in equal opportunity practices which conform to both the spirit and the letter of all laws prohibiting discrimination because of race, religion, color, sex, age, national origin or handicap.

AWARD - This RFP may be awarded in part or in whole as best serves the interest of the City of New Port Richey. All awards made as a result of this RFP shall conform to all applicable ordinances of the City of New Port Richey.

RESERVATION - The City of New Port Richey reserves the right to accept any proposal, which in its opinion best serves the City, and/or to reject any or all proposals or any part thereof, to make

awards by individual items, groups of items, or a combination thereof, or to waive technicalities or informalities in proposals received.

Questions regarding the specifications should be directed to the Economic Development Director, Charles Rudd @ 727-853-1019 or e-mailed to ruddc@cityofnewportrichey.org.

I. INSTRUCTIONS TO RESPONDENTS

A. Submittals

1. Format - The City response format is the only acceptable format on which a firm may return the proposal. All information must be legible and either written in ink or typewritten. Each response must be manually signed in ink by a person authorized to represent and bind the firm and all required information must be provided. Each respondent may submit only one response, but may include qualifications for any and all of the requested services. One (1) original and four (4) copies of the response shall be submitted.

For ease of review, respondent shall submit their proposal in a structured manner that clearly defines all submittals.

Table of Contents - Outline in sequential order (as stated below) the major areas of the response. Respondents must respond to all minimum requirements listed below. Responses which do not contain such documentation may be deemed non-responsive.

- **Tab A – Letter of Introduction** - Provide an introduction letter outlining the respondent's specialization, location of office that will be responsible for managing the project and a brief summary of past experience intended to support the qualifications of the respondent to perform required services. The Letter of Introduction shall be signed by a person authorized to represent and bind the respondent's firm.
- **Tab B - General Firm Information/Qualifications** - Provide general contact and qualifications of the personnel that will be assigned to provide these services.
- **Tab C - List of References** - Provide references the City may contact in order to assist in the evaluation of your past performance.
- **Tab D - Revenue** - Provide the total revenue offered to the City for the initial contract term. A minimum equal to three percent (3%) of the gross revenue on a quarterly basis is the required.

▪ **Tab E - Operational Plan, to include:**

- Staffing plan
- Hours of operation
- Rentals fee schedule for all classes of watercraft
- Safety and sanitation devices and methods to be employed
- The manner in which the applicant proposes to maintain and operate the business
- List of current equipment and equipment to be purchased available for rentals
- Thorough description, including site plan and photographs of the proposed operation (docking, loading, signs, queuing, etc.)

▪ **Tab F - Marketing Plan, to include:**

- Target markets
- Advertising campaign
- Promotions to be offered
- Proposed marketing budgets
- Any marketing related activities

▪ **Tab G - Financial Plan / Financial Solvency**

- One-year financial plan consisting of, but not limited to, proforma (forecasted) income statement, balance sheet and statement of cash flows
- Pursuant to items allowed by statute, the selected respondent with the highest score will be asked to provide proof of financial solvency, which may include providing copies of financial statements, tax records, sworn statement, and/or any other relevant documents.

▪ **Tab H - Requested Forms**

- •Drug Free Workplace (Attachment)
- •Documentation that the applicant is authorized to legally conduct business within the State of Florida pursuant to Florida Statutes:
 - An active Pasco County business tax receipt, or a completed application for a business tax receipt for operation of a business within Pasco County, and
 - An active City of New Port Richey business tax receipt, or a completed application for a business tax receipt for operation of a business within the City limits.

B. Visit to Site - The respondent shall visit the site to become fully informed as to the conditions that exist, and by submitting a proposal represents that he/she has read and understands the RFP documents.

C. Request for Information - Any request for clarification or additional information deemed necessary by any respondent to present a proper response shall be submitted in writing to the Economic Development Department, via e-mail, ruddc@cityofnewportricher.org. Any such request must be received in time to allow sufficient time to prepare and disseminate a written response.

All prospective respondents are instructed not to contact any member of the New Port Richey City Council, City Manager, or anyone other than the noted contact person in the proposal, as noted above. Any such contact could be cause for rejection of consideration of the award.

- D. Conditional Proposals/Exceptions** - Respondents taking exception to any part of section of the solicitation shall indicate such exceptions on the forms provided. Failure to indicate any exception will be interpreted as the respondent's agreement to fully comply with the requirements as written. Conditional responses, unless specifically allowed, shall be subject to rejection.
- E. Qualifications** - Respondents shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right, before recommending an award to the Council, to inspect the facilities and organization, or to take any other action necessary to determine ability to perform in accordance with the requirements, terms and conditions.
- F. Expenses Incurred in Proposal Preparation** - The City accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of proposals. Such expenses shall be borne exclusively by the respondent. This RFP does not commit the City to award a contract.
- G. Award** - The City reserves the right to accept any response which in its opinion best serves the interest of the City. The City also reserves the right to reject any and all bids or any part thereof and to waive technicalities or informalities deemed minor in nature.

II. GENERAL TERMS AND CONDITIONS

- A. Submission of Supporting Documents** - The successful respondent shall furnish all required documents within ten (10) working days after notification of award. If the successful respondent fails to furnish said documents within ten (10) days, the City may withdraw the award.
- B. Laws and Ordinances** - All applicable laws and regulations of the State of Florida and ordinances of the City of New Port Richey will apply to any resulting agreement.
- C. Mediation of Disputes** - Except for claims for indemnity arising out of or relating to a lawsuit filed by or against any party to this agreement, the parties shall mutually agree that any dispute that may arise under this agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. It shall be mutually agreed that such mediation shall occur at the place where the project is located. Each party shall be responsible for their own mediation fees and mediator's expenses. The parties shall agree to exercise their best efforts in good faith to resolve all disputes in mediation.

- D. Venue** - Venue for any legal action resulting from this request for proposal shall lie in Pasco County, FL.
- E. Precedence of Conditions** - By virtue of submitting a response, respondents agree that City terms and conditions herein will take precedence over any terms and conditions submitted with the response, either appearing separately or included in pre-printed page catalogs, price lists or other literature.
- F. Assignment of Contract** - The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any award or any of its rights, title, or interest therein without written consent of the City.
- G. Permits and Licenses** - A City of New Port Richey business tax receipt is required. The respondent shall obtain and pay for all licenses, permits and inspection fees required for this venture. Respondent shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein.
- H. Designated Contact** - The successful contractor shall appoint a person or persons to act as a primary contact with the City. This person or backup shall be readily available during normal working hours via phone or in person and shall be knowledgeable of all terms of the contract.
- I. Indemnification** - The respondent covenants to save, defend, keep harmless and indemnify the City of New Port Richey, and all its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and costs (including court costs and attorney fees), charges, liability and exposure, however caused – resulting from, arising out of or in any way connected with the respondent’s negligent performance or nonperformance of the terms of the contract.
- J. Termination for Convenience** - The performance of work under any ensuing contract may be terminated by the City of New Port Richey, in whole or in part, whenever the City determines that termination is in the City’s best interest. Any such termination shall be affected by the delivery to the contractor of a written notice of termination a minimum of fifteen (15) days prior to the date of the termination.
- K. Termination for Cause/Default** - The City shall have the right to terminate the contract at any time for failure to provide satisfactory performance. Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from any termination costs. Advance notice will be waived in the event of termination for cause.
- L. Ownership of Deliverables** - Deliverables and other data generated or developed by the contractor or furnished to the contractor by the City shall become and/or remain the property of the City. The City shall also have the right to use any or all ideas presented in any reply to this RFP. Selection or rejection does not affect this right.
- M. Return of Materials** - Upon the request of the City, but in any event, upon termination of any agreement for work or services under this RFP, the contractor shall surrender to the

City all memoranda, notes, records, drawings, manuals, computer software and any other documents or materials pertaining to the services hereunder that were furnished to the contractor by the City.

- N. Accuracy/Quality of Work** - The contractor shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services under any agreement resulting from this RFP. The contractor shall correct or revise any errors, omissions or other deficiencies in its services without additional compensation from the City.
- O. Changes in Work** - The City may, at any time, by written notice, make such changes as it deems expedient and in the best interest of the City. If the change involves a difference in cost not covered by the contract, an equitable adjustment to the contract, either increase or decrease, shall be made by an agreement between the City and the contractor. The cost of performing the extra work shall be determined and agreed to between the City and the contractor before the work is undertaken.
- P. Hold Harmless** - The contractor shall indemnify and save the City harmless from any claims, demands, damages, fines, or fees on appeal of any kind and nature arising from the performance of the contract whether by act or omission of the contractor, its agents, servants or employees or because of or due to the mere existence of the contract between the parties.
- Q. Adherence to Laws** - The respondent shall comply with all applicable laws, rules and regulations, including, but not limited to HIPPA, the Florida Worker's Compensation Act and all Federal and State tax laws. Because the bidder will be acting as an independent contractor, the City assumes no responsibility for the respondent's actions. The respondent also agrees to comply with all State and Federal laws with regard to the Equal Employment Opportunity Act.

III. SPECIAL TERMS AND CONDITIONS -

- A. Insurance Requirements** - The contractor shall purchase and maintain such commercial or comprehensive general liability, worker's compensation, professional liability, and other insurance as is appropriate for the services being performed by the contractor, its employee or agents. The amounts and types of insurance shall conform to the following minimum requirements:

Worker's Compensation - As required by law and per statutory limits for all employees.

Comprehensive General Liability - Shall have minimum limits of \$100,000 for property damage, bodily injury, or death payable to any one person and \$200,000 for property damage, bodily injury or death when totaled with all other claims or judgments arising out of the same incident or occurrence.

Business Auto Policy - Shall have minimum limits of \$100,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage. This shall include owned vehicles, hire and non-owned vehicles and employees' non-ownership.

The insurance policies a franchisee obtains to comply with this section shall be issued by a company or companies acceptable to the City and a current certificate or certificates of insurance shall be filed and maintained with the City during the term of the franchise and any renewals. The policies shall name the City as an additional insured and shall contain a provision that written notice of cancellation or reduction in coverage of the policy shall be delivered by registered mail to the City at least 30 days in advance of the effective date thereof.

IV. EVALUATION OF PROPOSALS

- A. Evaluation** - Proposals will be evaluated by a committee based on the proposal submitted as outlined under Section I, Instructions to Respondents

Upon completion of the technical criteria evaluation, rating and ranking, the City reserves the right to request presentations from the short-listed firms if the Committee deems it necessary to select the successful firm(s).

Upon completion of the oral presentation(s), the Committee will re-evaluate the short-listed firms, based upon the written documents combined with the oral presentation.

- B. Competitive Negotiations** - Following ranking of the most qualified firm, based upon applicable services and the needs of the City, the City Manager shall negotiate a contract with the top ranked firm for a price that the city determines to be fair, competitive and reasonable. Should the City be unable to negotiate a satisfactory contract with the top ranked firm, the City shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.

V. RFP SCHEDULE

RFP Opening: July 10, 2020 @ 2:00 pm

Evaluation Committee Meeting: July 10, 2020 @ 2:00 pm

VI. STATEMENT OF WORK

- A. Statement of Work** - The City of New Port Richey is seeking proposals from qualified respondents to enter into a franchise agreement for water recreation rental operations on City owned property on the Pithlachascotee River. The premises shall be used for purposes consistent with related marine use including motorized and non-motorized equipment such as canoes, kayaks, sail boats, power boats, bass boats, pontoon boats, jet skis and other water recreational equipment.

Background Information - The City of New Port Richey is largely a residential community with a solid local government and an attractive downtown district. In addition to its strong residential presence the city boasts a broad array of business and retail service. Since its incorporation in 1924, the city is most recognized for a cultural heritage and unique riverfront landscape. In addition, the city is rich in history and alive with festivals and other special events. The city is located in Pasco County and is approximately 30 miles northwest of the greater Tampa Bay area.

Downtown New Port Richey has experienced unprecedented growth and development in the last 5 years. Projects such as the redevelopment of Sims Park, the restoration of the historic Hacienda Hotel, the completion of the mixed-use Main Street Landings project and the construction of residential project known as The Central on Orange Lake have all been indicators of the successful revitalization efforts in downtown New Port Richey. Downtown New Port Richey is now positioned as the dining and entertainment destination as well as the cultural center of West Pasco County.

The Pithlachascotee River bisects the city and the downtown and is considered a major amenity by the community. Local residents have access to the river via their own docks and the city boat ramp, located downtown. It is the desire of the City to facilitate access to area visitors and residents, who do not have boats, to enjoy the river.

VII. PROJECT INFORMATION / RESPONDENT RESPONSIBILITIES

A. Project Requirements - The City's intent to enter into a lease agreement for recreational rental services on city owned property on the Pithlachascotee River to accommodate the general public and tourists in the area.

- Respondent shall be responsible for all self-contained maintenance and trash removal, required for adequate operation of the facility.
- Electricity and water is not available at the proposed location.
- Respondent shall furnish all necessary labor and equipment for the operations and provide rental preparations as requested by the customers. Vendor shall also be responsible for the collection of all rental fees, contracts and records for the rental operation.
- Respondent shall provide all life safety provisions and boater safety education for all customers.
- Liability Waiver - Respondent shall require that all customers sign a liability waiver prior to using watercraft.
- Each franchisee must maintain an active Pasco County, FL business tax receipt and an active City of New Port Richey business tax receipt, or a completed application for a business tax receipt for operation of a business within the City limits.
- All watercraft operated under this agreement, shall be subject to all maritime and traffic provisions of this Code and all other laws, ordinances, rules and regulations now in effect in the city or the state and all traffic ordinances and rules and

regulations which may pertain to the operation watercraft, hereafter enacted or adopted by the city or the state, and such rules and regulations formulated and promulgated under authority of this part.

- The City reserves the right to block out dates, limit hours of operation, or authorize other vendors that may compete with the successful respondent as a result of special events taking place at Sims Park.

B. Location - The franchisee will have access to the boat dock located on the City-owned docks for watercraft loading and unloading.

Franchisee will be granted use of a 3' x 3' area located on the shore by the docks and on the sidewalk adjacent to closest street for temporary signs to alert the public to the location of the loading and unloading area. The City will work with the Franchisee to determine the best place to establish the 3' x 3' sign areas.

Franchisee operators and customers will have access to public parking. Franchisee will not be allowed to permanently park vehicles at stated locations. The City will work with the Franchisee to determine the location of public parking best suited for their use.

Franchisee operators and customers will have access to the exterior restrooms located in the park during normal park operating hours.

C. Security - The successful respondent must provide, and have sole responsibility for all additional security measures which may be required to protect the place of business, equipment and materials.

D. Operating Hours - The concession(s) may be open at all appropriate times during regular park hours.

Required hours of operation by the City include:

12:00 pm - 5:00 pm Friday, Saturday and Sunday

12:00 pm - 5:00 pm on Memorial Day, Independence Day and Labor Day

The concession may be closed on the following holidays:

- Easter
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day

Vendor may request authorization from the City ten (10) calendar days in advance to stay open later on special occasions and holidays. Request shall be provided in writing to the Director of Parks & Recreation.

E. Equipment Rentals - Rentals may include motorized and non-motorized equipment such as canoes, kayaks, sail boats, power boats, bass boats, pontoon boats, jet skis and other water recreational equipment.

The following requirements for water recreation rental services shall be followed:

- Vendor shall be in compliance with all requirements of Florida Statutes 327 and 328 and State of Florida Boating Safety Laws, and any amendments or additions thereto. Vessel registrations shall be provided by the successful respondent.
- All rental items must be properly insured.
- All rental items must be in good working order and pass inspection prior to being placed on the water.

The watercraft franchisee shall prominently display a card or sign showing the schedule of the rates and charges for each rental category, the city business tax receipt for the business. The card or sign shall be posted in a conspicuous place so that it is clearly visible to all renters. It shall be unlawful to charge more than the posted rate.

- F. Maintenance** - Successful respondent shall be responsible for the following:
- Keeping the staging area neat, clean and in good standing;
 - Removing rental-related refuse to the dumpster daily;
 - Sweeping, mopping and cleaning the public area surrounding the staging area daily upon completion of usage;
 - Not allow boxes, cartons, barrels or similar items to be in the view of the public;
 - Evaluation of maintenance compliance will be at the City's sole discretion. If found to be in default, the City will issue a letter of non-compliance. The vendor will have two (2) working days to correct non-compliance items. If not corrected, vendor will be considered in breach of contract.
- G. Employee Standards** - Each franchisee shall assign a qualified person or persons to be in charge of their operations in the city and shall give the name or names to the city; information regarding experience shall also be furnished.

The franchisee shall provide operating and safety training for all personnel.

Successful respondent shall ensure a staff that is fully responsible for all on-site operations to include but not limited to:

- Courteous service and friendly;
- To recruit, train, supervise and direct its employees in additions to having a number of employees to match the work requirements;
- Every employee will be clean and well-groomed and be professional and friendly to the public.

- H. Rental Inspection/Pricing** - Respondent shall charge reasonable prices for all rental services. The City reserves the right, but shall not have the obligation, to inspect rental equipment to make sure assure its safety to the public as well as the prices to make sure they are fair and reasonable.
- I. Signs** - Contractor shall not install signs on any City right-of-way without prior approval from the City Manager. Sign size and color shall also require prior approval by the City

Manager. Signage shall be submitted to the City for installation. Company name shall be included on all signs.

J. Background Checks - Successful respondent shall provide, at their expense, a 2-year Florida Department of Law Enforcement (FDLE) Level 1 background check for any and all employees of the successful respondent involved in the performance of this contract on the City of New Port Richey property within ten (10) business days following contract execution and, in the event of employee changes, throughout the term of the contract. Documentation must be submitted to the Parks and Recreation Director.

K. Contract Term - Upon the completion of the response review processes, the City intends to enter into direct negotiations with the most qualified respondent resulting in a contract for an initial six (6) month period. Prior to the completion of the initial term of the contract, the City shall have the option to renew the contract. The negotiated price schedule will become part of this contract.

L. Response Information as Public Documents

Any and all materials initially submitted or subsequently submitted as part of this solicitation process shall become property of the City and shall be treated as City documents subject to typical practice and/or applicable laws for public records. Otherwise, the City will not distinguish or treat any material received as confidential, proprietary, and/or a trade secret, unless specifically designated as such by the respondent. Furthermore, by submitting a response, the respondent agrees to hold the City harmless for any public use or dissemination of and all information submitted through this process.

M. Penalty for Late Payment - In the event the successful respondent fails to pay any payment due to the City within fifteen (15) days of the due date, there shall be a late charge of \$100 added to such payment, for each 30 day period that the payment is late beyond the original due date.

N. Annual Reports - The successful respondent shall submit an annual CPA certified statement of gross receipts, a balance sheet and a profit and loss statement specifically related to the rental of recreation equipment to the City, in a form consistent with generally accepted accounting principles. Such statement shall be accompanied by a report from an independent CPA firm.

The annual CPA certified statements shall be submitted to the Director of Finance.

The form of all records and reports shall be subject to the approval of the City's Finance Department. The City's Finance Department must be permitted, during normal business hours, to audit and examine the books of account, reports, and records relating to this contract.

O. Sales Tax - Florida State Sales Tax is due on all transactions pursuant to Florida Statutes and the Rules in Chapter 12 of the Florida Administrative Code (FAC) as per the Florida Department of Revenue.

- P. Authority** - Watercraft rental operations shall only operate in areas as approved in this franchise agreement. The City Manager may temporarily change or suspend operations if determined to be necessary for public safety reasons or during special events. When special events will change or suspend routes, the City Manager shall provide a notice of the change or suspension within ten (10) days of the change or suspension.

DRAFT WATERCRAFT RENTAL FRANCHISE AGREEMENT

THIS AGREEMENT is entered into by and between _____, hereinafter referred to as “Grantee”, and the CITY OF NEW PORT RICHEY, a municipal corporation, hereinafter referred to as “City”.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the benefits to be derived by the City and its inhabitants from the operation of a watercraft rental facility at Sims Park, the parties hereto agree as follows:

1. The City hereby grants to the Grantee certain rights and privileges to operate a watercraft rental operation as depicted on Exhibit "A", City of New Port Richey RFP #2020-018 Documents and Vendor proposal, and Exhibit “B”, City Ordinance #__-__ for Watercraft Rental Franchises, attached hereto and incorporated herein, to accommodate the general public and tourists in the area.
2. By virtue of this franchise agreement, Grantee is required to comply with all provisions of Chapter __, Article __., incorporated herein by reference, including payment of a franchise fee, on a quarterly basis, to the City equal to at least three percent of the gross revenue for service provided within the City.
3. Each franchisee must maintain an active City of New Port Richey business tax receipt. Annual business tax receipt renewal shall be the mechanism through which this franchise agreement is automatically renewed.
4. All watercraft operated under this agreement, shall be subject to all maritime and traffic provisions of this Code and all other laws, ordinances, rules and regulations now in effect in the city or the state and all traffic ordinances and rules and regulations which may pertain to the operation watercraft, hereafter enacted or adopted by the city or the state, and such rules and regulations formulated and promulgated under authority of this part.
5. Watercraft rental operations shall only operate in areas as approved is this franchise agreement. The City Manager may temporarily change or suspend operations if determined to be necessary for public safety reasons or during special events. When special events will change or suspend routes, the City Manager shall provide a notice of the change or suspension within ten (10) business days of the change or suspension.
6. The franchisee will have access to the boat dock located on City owned property on the Pithlachascotee River.
7. Franchisee will be granted use of a 3’ x 3’ area located on the shore by the docks and on the sidewalk adjacent to closest street for temporary signs to alert the public to the location of the loading and unloading area.
9. The concession shall be open at all appropriate times during regular park hours.

Required hours of operation by the City include:
12:00 pm – 5:00 pm Friday, Saturday and Sunday

12:00 pm – 5:00 pm on Memorial Day, Independence Day and Labor Day
The concession may be closed on Easter, Thanksgiving, Christmas Eve, Christmas Day and New Year's Day

10. Grantee shall provide all life safety provisions and boater safety education for all customers and require that all customers sign a liability waiver.
11. The watercraft franchisee shall prominently display a card or sign showing the schedule of the rates and charges for each rental category, the city business tax receipt for the business. The card or sign shall be posted in a conspicuous place so that it is clearly visible to all renters. It shall be unlawful to charge more than the posted rate.
12. Each franchisee shall assign a qualified person or persons to be in charge of their operations in the city and shall give the name or names to the city; information regarding experience shall also be furnished.
13. Employees and drivers shall be well groomed and properly attired and wear a tag bearing the employee's name.
14. The franchisee shall provide operating and safety training for all personnel.
15. Grantee shall not assign any rights or obligation without City Manager's prior approval which approval is at the City's sole discretion.
16. The City reserves the right to terminate this Franchise Agreement and all rights and privileges of the Grantee in the event Grantee violates any provision of this franchise or Chapter __ of the Code of Ordinances, or determination by City Council made pursuant thereto or in the event that City Council determines it is in the best interest of the City to do so. Should the City decide to terminate this Franchise Agreement, it shall notify Grantee in writing fifteen (15) days prior to such termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WITNESS:

Grantee(s):

By:

Printed Name:

Printed Name:

Date:

By:

Printed Name:

Printed Name:

Date:

STATE OF FLORIDA COUNTY OF _____ I HEREBY CERTIFY on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, that the foregoing instrument was acknowledged before me by _____, of the above mentioned property who is personally known to me or produced _____ as identification. WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____.

Notary Signature

Printed Notary Signature

ATTEST: CITY OF NEW PORT RICHEY, FLORIDA

By: _____

City Clerk

By: _____

City Attorney

City Manager

Date:

Proposed Watercraft Rental Franchises Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA; AMENDING CHAPTER 13, LICENCES AND BUSINESS REGULATIONS, OF THE CITY OF NEW PORT RICHEY CODE OF ORDINANCES, BY ADDING ARTICLE XIV, FRANCHISES, TO PROVIDE FOR FRANCHISE AGREEMENTS FOR WATERCRAFT RENTALS UTILIZING CITY OWNED PARK PROPERTIES; PROVIDING FOR CONFLICT WITH EXISTING ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Section 13 of the New Port Richey Code of Ordinances provides for the protection of the health, safety and welfare of the general public through the issuance of local business tax receipts and administration and regulation of certain businesses; and

WHEREAS, the City Council desires to provide franchise opportunities for watercraft rentals within City parks; and

WHEREAS, any franchise agreement for watercraft rental must meet certain standards and include certain restrictions and limitations in order to ensure the public health, safety, and welfare of the citizens of New Port Richey,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA HEREBY ORDAINS:

Section 2. That Chapter 413, of the City of New Port Richey Code of Ordinances is amended to add Article XIV as follows:

Article XIV. Watercraft Rental Franchises

Sec. 13-700. Franchise required; restrictions

(a) No person shall operate, or cause to be operated for hire any watercraft on City-owned property, within the City of New Port Richey (hereafter "City") without first entering into a franchise agreement with the City.

(b) The City shall authorize one or more watercraft franchise agreements per waterfront City park. The City Manager shall solicit proposals for watercraft franchise agreements for particular parks as the desire and need arises. Franchise applicants responding to the request for proposal will be evaluated and ranked by Economic Development staff and selection of successful franchisee(s) shall be by committee of selected City staff.

(c) All franchise agreements under this article must include a franchise fee to the City equal to three percent of the gross revenue collected from service provided within the City. Franchise

payments shall be payable on a quarterly basis, and any franchise holder shall allow the City to inspect its financial records at any reasonable time to ensure compliance with this subsection.

(d) The term of each franchise agreement shall be one year with automatic annual renewals, provided the franchise operation remains in good standing. In order to cancel the renewal of the agreement, either party must give three months written notice prior to the expiration of the current term. In the case of termination, the City Manager shall again solicit proposals.

(e) A franchisee's authorization to use the City's parks for the purposes herein shall not be exclusive. The enjoyment and exercise by a franchisee of any and all rights to use the City's parks shall be subject to and subordinate to the dominant right of the public to use said parks and to the lawful exercise of control by the City over the use thereof.

Sec. 13-702. Franchise application required

Upon the City Manager's issuance of a request for proposal to provide watercraft rentals for hire at a City park, applicants shall submit the following:

(a) Documentation that the applicant is authorized to legally conduct business within the State of Florida pursuant to Florida Statutes:

1) an active Pasco County business tax receipt, and

2) an active City of New Port Richey business tax receipt, or a completed application for a business tax receipt for operation of a business within the City limits;

(b) A thorough description, including site plans and/or photographs, of the proposed watercraft rental operation; the manner in which the applicant proposes to establish, maintain and operate the business; the proposed hours of operation; the proposed location from which the business is to be operated; and, the safety and sanitation devices and methods to be employed.

(c) A schedule of proposed rates and charges for all classes of passengers.

(d) Applicant's previous experience in the operation of watercraft for hire.

(e) An insurance certificate demonstrating that the applicant has met the City's insurance requirements.

Sec. 13-704. Liability and indemnification

(a) A franchisee shall pay, and by its acceptance of the agreement specifically agrees to pay, any and all damages or penalties which the City may be legally required to pay as a result of the franchisee's operation under this part, whether or not the acts or omissions complained of are authorized, allowed, or prohibited by the City.

(b) A franchisee shall also pay all expenses incurred by the City in defending itself with regard to any and all damages and penalties mentioned in subsection (a) above.

Expenses include all out-of-pocket expenses, including a reasonable attorney's fee and the reasonable value of services rendered by any employee of the City.

(c) The franchisee shall maintain, throughout the term of the franchise agreement and throughout the term of any renewals, liability insurance insuring the City and the franchisee with regard to all damages mentioned in subsection (a) above caused by the grantee or its agents, in the minimum amounts of:

- 1) Workers' and unemployment compensation insurance as provided by the laws of this state.
 - 2) One hundred thousand dollars for property damage, bodily injury, or death payable to any one person and \$200,000.00 for property damage, bodily injury or death when totaled with all other claims or judgments arising out of the same incident or occurrence.
- (d) The insurance policies a franchisee obtains to comply with this section shall be issued by a company or companies acceptable to the City and a current certificate or certificates of insurance shall be filed and maintained with the City during the term of the franchise and any renewals. The policies shall name the City as an additional insured and shall contain a provision that written notice of cancellation or reduction in coverage of the policy shall be delivered by registered mail to the City at least 30 days in advance of the effective date thereof.

Sec. 13-706. Operational conditions

- (a) Each franchisee must maintain an active City of Eustis business tax receipt. Annual business tax receipt renewal shall be the mechanism through which each franchise agreement is automatically renewed.
- (b) Anyone authorized under this article to engage in the business of operating watercraft for hire from City parks, shall be subject to all traffic and/or maritime rules and provisions of this Code and all other laws, ordinances, rules and regulations now in effect in the City or the state and all traffic and/or maritime ordinances and rules and regulations which may pertain to the operation of watercraft hereafter enacted or adopted by the City or the state , and such rules and regulations formulated and promulgated under authority of this part.
- (c) Other operational conditions, including, but not limited to, days and hours of operation, safety, sanitation, signs, shall be addressed in each franchise agreement authorized under this part.

Section 3. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. That it is the intention of the City Council of the City of New Port Richey that the provisions of this Ordinance shall become and be made a part of the City of New Port Richey Code of Ordinances and that the sections of this Ordinance may be re-numbered or re- lettered and the word "Ordinance" may be changed to "Section", "Article", or such other appropriate word or phrase to accomplish such intentions.

Section 5. That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 6. That this Ordinance shall become effective immediately on passing .

Picture of Boat Docks



DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/RFPs, which are equal with no respect to price, quality and services, are received by the State or by any political subdivision for the procurement of commodities or services, a bid/RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

In the statement specified in subsection 1, notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

Company Name

Date