

Meeting Date
December 15, 2015



AGENDA	
Section	Unfinished business
Item No.	<i>V.D.</i>

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Eco-Tour Commercial Permit Process – All Districts Fiscal Impact: Approval of this action will generate revenue up to \$15,000.
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

Requested Action:

It is requested the Board authorize the permit process for the commercial operation of watercraft in selected County owned and operated parks and approve permit fees. It is further requested the Board approve the Eco-Tour Vendor Permit Agreement and authorize the Parks and Recreation Department Director to execute said Agreement on behalf of the Board.

Summary Explanation & Background:

At a regular meeting of the Board of County Commissioners on October 21, 2014, staff was directed to work with community businesses to develop a voluntary no cost licensing process for the commercial operation of kayaks, canoes, and standup paddleboards (SUP), hereinafter defined as non-motorized watercraft, at selected parks within the Brevard County Park system, compile annual usage statistics and return to the Board with recommendations.

Brevard County Park has seen a substantial increase in the operation of commercial non-motorized watercraft eco-tours. Parks are often over-crowded beyond the park's capacity resulting in the hindrance of utilization of the park by local citizenry and posing a possible negative impact on wildlife and its habitat. The attraction to particular parks used for commercial watercraft eco-tours can be linked to the abundance of wildlife in the area such as manatees. The Florida Fish and Wildlife Conservation Commission, Chapter 8, Law Enforcement Florida Manatee Management Plan states "Vessel traffic and recreational activities that disturb manatees may cause them to leave preferred habitats and may alter biologically important behaviors such as feeding, suckling, or resting...". The proposed agreement with commercial eco-tour vendors specifically states "Permittees must educate patrons to respect the fragile environment, waterways and wildlife and to discourage patrons from feeding, touching, petting or otherwise disturbing wildlife." All awarded vendors and their staff must complete a mandatory eco-tour awareness training class, provide liability insurance and meet all regulatory requirements.

This increased popularity of commercial eco-tours throughout Brevard County has prompted the need to establish an equitable procedure that will offer eco-tourism opportunities for visitors and residents, ensure the citizens of Brevard County continue to have access to parks while endeavoring to have minimal impact on wildlife and its habitat.

During the voluntary no cost licensing period, Parks and Recreation Department staff held meetings on 1/13/15, 3/27/15, 9/17/15 and 12/7/15 with the commercial eco-tour vendors currently utilizing the park system. Their concerns and suggestions were received, discussed and considered in the development of the proposed process. Issues such as cleanliness and trash, the number of participants, limiting the number of days for commercial activities, interaction with wildlife and commercial operators from various locations have all been addressed in the proposed agreement. The commercial eco-tour vendors recommended and the Department concurred that revenue collected from permit fees may be expended for park maintenance in these specific parks. The proposed Eco-Tour Commercial Permit Process has been reviewed and approved by the vendors. (continued on next page)

Clerk to the Board Instructions:

Exhibits Attached: Section 78 Brevard County Code, Eco-Tour Vendor General Permit Application, Eco-Tour Vendor Restricted Use Permit Application, Lottery Selection Process, Sample Permit, Agreement, pictures, attendance report

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager		Assistant County Manager,	Jack Masson, Parks & Recreation Department Director jack.masson@brevardparks.com; 633-2046
Stockton Whitten		Assistant County Manager, Venetta Valdengo 	



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

MEMORANDUM

TO: Jack Masson, Parks and Recreation Director

RE: Item V.D., Authorize Eco-Tour Commercial Permit Process

The Board of County Commissioners, in regular session on December 15, 2015, authorized the permit process for the commercial operation of watercraft in selected County owned and operated parks; approved permit fees; approved the standardized Eco-Tour Vendor Permit Agreement; authorized you to execute said Agreement on behalf of the Board; and approved the Board to revisit this in six months.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

cc: Finance
Budget

AGENDA REPORT

Summary Explanation & Background (page 2):

On November 18, 2015 at a regular meeting of the Merritt Island/Beaches Recreation Advisory Board, the board voted unanimously to approve the Eco-Tour Commercial Permit Process for recommendation to the Board of County Commissioners.

Pursuant to Brevard County Code of Ordinances, Section 78-107, Commercial Activity, a permit is required to conduct commercial activity within a Brevard County Park. Compliance with permit criteria in Section 78-82 must be met.

Under the proposed permitting process vendors will be offered a General Permit that will allow operation in 22 County Parks seven (7) days a week with no holiday restrictions. The permit fee for this General Permit is \$125 paid quarterly (annualized).

Additionally, a Restricted Use Permit will be offered for Manatee Cove Park and Pine Island Conservation Area. The permits are offered through a lottery selection process for selected days of the week at each site (selected holidays excluded).. The fee for this Restricted Permit is \$250 paid quarterly (annualized) per each awarded day for the year. Limiting the number of days offered for tours at Manatee Cover Park and Pine Island Conservation Area provides an opportunity for commercial watercraft eco-tours while lessening the impacts to wildlife and its habitat.

Vendors may offer up to two (2) tours per day with no more than 15 watercraft, including guide watercraft, with only one tour operating at a time per vendor under both permit scenarios

A letter to eco-tour vendors will be sent informing them Brevard County will now be requiring permits for commercial use of launch facilities. A press release will be distributed to the local media and a notice will be placed in the local newspaper. The notices will clarify that Manatee Cove Park and Pine Island Conservation Area will have restricted use, and permits will be awarded through a lottery selection process.

Brevard County Parks and Recreation Department, the Tourism Development Office, and UF/Extension Services are working together to promote commercial eco-tourism tour guides through the permitting system; ensuring sustainable access to waterways and a high-quality guest experience.

ECO-TOUR VENDOR PERMIT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into on the _____ day of _____, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and _____ (hereinafter referred to as "Permittee").

WHEREAS, the County operates and regulates parks, watercraft launch access areas and appurtenances as active and passive public recreation facilities; and

WHEREAS, the County has a unique ecosystem on the coast of Florida that affords an eco-tourism experience for visitors and residents alike through the services provided by eco-tour vendors; and

WHEREAS, the County wishes to maintain and enhance the watercraft users' experience while protecting the various waterways' fragile ecosystem; and

WHEREAS, the locations that provide watercraft launch access have limited parking and launch capacity requiring a need for regulation and control; and

WHEREAS, the provisions for limited commercial tourism is compatible with public use; and

WHEREAS, pursuant to Brevard County Code, Chapter 78-107, "no person shall sell, keep, or offer for sale any tangible or intangible object, merchandise or thing nor solicit for any trade, occupation, business or profession for consideration within any park, recreational facility, or department managed lands without a permit from the department"; and

WHEREAS, there are a limited number of locations which may provide commercial services on the waterways at this time; and

WHEREAS, it is the County's desire to serve the public in accordance with this Agreement and under the regulation of the County; and

WHEREAS, the County and the Permittee desire to set forth the terms and conditions for public service in parks with watercraft launch access; and

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration passing between the parties hereto, receipt of which is hereby acknowledged, the parties hereto agree as follows:

RECITALS. The foregoing recitals are true and are incorporated herein by reference.

1. **Grant.** The County hereby grants to Permittee an Eco-Tour Vendor _____ Permit, attached hereto as **Exhibit A**, to conduct commercial eco-tours at specific location(s) described in **Exhibit A**. Permittee must comply with all applicable rules and regulations.
2. **Duration of Agreement.** This Agreement shall continue in force and effect for a term commencing on the Effective Date of this Agreement and expiring on _____. On or before the effective date of this Agreement, Permittee shall deliver to the County the policies of insurance required hereunder.

Should the Permittee fail to comply with the foregoing, it shall acquire no right, privilege or authority under the Agreement whatsoever.

3. **Fees.** All fees shall be paid in full or in equal amounts on a quarterly basis with final payment received by the County before the expiration date of this Agreement. No fee amount quoted herein includes any applicable taxes or fees that Permittee may be liable for in connection with the business or operation conducted under this Agreement. Failure to make payment in full on the date the permit is issued or in equal amounts on a quarterly basis beginning on the date the permit is issued shall constitute a breach of this Agreement. No refunds will be given after date of issue.
 - a.) **General Permit Fee:** An Eco-Tour Vendor General Permit Fee shall be established at Five Hundred Dollars (\$500) annually. A one-time payment of \$500 shall be paid upon issuance of permit or \$125 shall be paid quarterly beginning on the date the permit is issued.
 - b.) **Restricted Use Permit Fee:** An Eco-Tour Vendor Restricted Use Permit shall be established at One Thousand Dollars (\$1,000) per day. A one-time payment of \$1,000 shall be paid upon issuance of permit or \$250 shall be paid quarterly beginning on the date the permit is issued. Total payment due is based upon the number of days permitted.
4. **Accounting Procedure:** The Permittee shall maintain complete and accurate financial and performance records in accordance with good and accepted accounting procedures, which records shall be available for inspection upon request by the County or any duly authorized representative thereof. The Permittee hereby agrees to maintain financial records and to adopt accounting procedures requested by the County. The Permittee shall cooperate with and provide the County or its duly authorized representative with any additional information or reports concerning its activities, income, revenues, expenses, and disbursements when so requested.
5. **Right to Audit Records:** In the performance of this Agreement, the Permittee shall keep books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Permittee in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Permittee for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07, Florida Statutes. All records or documents created by the Permittee or provided to the Permittee by the County in connection with the activities or services provided by the Instructor under the terms of this Agreement, are public records and the Permittee agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.
6. **Indemnification and Insurance:** The Permittee agrees to indemnify and hold harmless the County from any and all liability, claims, damages expenses (including attorney's fees and costs), proceedings and causes of action of every kind and nature, arising out of or connected with the activities of the Permittee or with the use, occupation, management or control of the facilities or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Permittee agrees to defend at his expense any and all actions, suits or proceedings which may be brought against the County arising from the Permittee's activities and that he will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this indemnification and hold harmless provision. The Permittee shall notify the County immediately in writing of any potentially hazardous condition existing on or about the premises utilized in conducting said program(s). All personal property utilized at a County facility shall be at the risk of the Permittee, and the County shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever.

The Permittee agrees and understands that the County does not and shall not carry liability, fire, or theft insurance on the operation of these facilities to cover the Permittee's interest therein. The Permittee agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Permittee

against any and all claims, demands and causes of action whatsoever for injuries received and damage to property incurred in connection with the use, occupation, and management or control of the property during any activities conducted thereon by Permittee. Such policies of insurance shall insure the Permittee in the amount of not less than \$1,000,000 and Watercraft Liability Insurance in an amount not less than \$1,000,000 per occurrence to cover any and all liability claims arising in connection with any particular accident or occurrence.

Permittee is responsible for Workers Compensation in accordance with State law.

Said insurance policies shall be endorsed to name the County as an additional insured and shall be entitled to thirty (30) days prior notice of any changes or cancellation in said policies. The Permittee shall provide the described insurance on policies and with insurers acceptable to the County. These insurance requirements shall not relieve or limit the liability of the Permittee. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Permittee's interests or liabilities, but are merely minimums. A certificate of insurance indicating the Instructor has coverage in accordance with the requirements of this Agreement shall be furnished by the Permittee to the Brevard County Parks and Recreation Department, 840 Forrest Avenue, Cocoa, FL 32922 on or before the effective date of this agreement.

7. **Independent Contractor.** The Permittee shall perform the terms and conditions of this Agreement as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall, in any way, be construed to constitute the Permittee or any of its agents or employees as the representative agents or employees of the County.
8. **Background Investigation Check.** The Permittee, all employees and volunteers hereby agree to submit to a Level 1 Background Screening at the expense of the Permittee. The Permittee may be disqualified based on the results of the Level 1 Background Screening. This Agreement is contingent upon satisfactory completion of Level 1 Background Screening. The County shall terminate this Agreement, effective immediately, if the Permittee is disqualified by the Level 1 Background Screening or if the Level 1 Background Screening reveals one or more felonies or first degree misdemeanors directly related to the Permittee's duties and responsibilities under this Agreement. Level I Background Screening includes the following:
 - Clerk E-Facts – www.brevardclerk.us
 - Fingerprinting (FDLE and National FBI Criminal Check through VECHS) (Schedule through HR).
 - Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting.
 - National Sex Offender Public Website – www.nsopw.gov
9. **Music Performance.** The Permittee shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Permittee shall be solely responsible for obtaining appropriate licensing or permission to use, play or perform copyrighted music. The use or performance of copyrighted music without appropriate licensing or other permission shall constitute a breach of this Agreement. The Permittee agrees to indemnify and hold harmless the County from damages for unauthorized use or performance of copyrighted music.
10. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
11. **Governing Law.** This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.
12. **Venue.** Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be nonjury.
13. **Unauthorized Alien Workers.** Brevard County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the Agreement by the County.

14. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Permittee list.
15. **Emergencies.** In the case of a declared state of emergency in Brevard County by the Board of County Commissioners, the County retains the right to immediately resume occupation, management, and maintenance of the facility, to use the facility to meet any emergency needs of the citizens of Brevard County for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County.
16. **Copyright.** No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the Permittee in the United States or any other country.
17. **Modification.** No modification of this agreement shall be binding on County or the Permittee unless reduced to writing and signed by a duly authorized representative of County and the Permittee.
18. **Standards of Operation.**
 - a. Permittee agrees to adhere to the rules and regulations attached hereto as **Exhibit B**.
 - b. Permittee agrees to secure and maintain all licenses and permits required to operate. Permittee shall meet all federal, state, county and municipal laws, ordinances, policies and rules. A Permittee, conducting tours in the designated area of parks, shall have the appropriate Business Tax Receipt and proof of liability insurance in force.
 - c. Permittee is responsible for payment and remittance to the proper governmental authority of all taxes and fees, whether local, state, or federal, which shall be imposed or assessed by any and all governmental authorities in connection with the business or operation conducted under this Agreement.
 - d. Patrons shall be required to sign a County approved waiver form of liability absolving Brevard County Board of County Commissioners of any liability for death, injuries, or property damage incurred while participating in the commercial operation; copies of the waiver forms must be submitted to the County monthly.
 - e. All eco-tour patrons must wear lifejackets and guides must insure adequate operable audio warning devices are available to all patrons in accordance with U.S. Coast Guard requirements while on the waterways.
 - f. Permittees agree to remain ashore in the threat of severe or inclement weather and/or to immediately seek safe harbor upon the first indication that an impending weather conditions might endanger patron.
 - g. The Permittee must supervise the conduct of its patrons and/or employees to ensure that any such activities are not inconsistent with the proper safety, enjoyment and protection of visitors; any improper actions or activities must be corrected immediately and effectively.
 - h. The Permittee must maintain an alcohol and drug free commercial operation.
 - i. The eco-tour must not interfere with the general public's use of park facilities.
 - j. All eco-tours shall be conducted during park operation hours, unless approval has been permitted by the County.
19. **Administration.** The Permittee, in accepting this agreement, acknowledges and agrees that the County shall have the right and the authority, but not the obligation, to adopt Rules and Regulations regulating Permittee's conduct of its business when operating in County parks; to set schedules and times for operation and for use of all facilities; to resolve disputes between Permittees, or with County residents or County property owners; and to take such other or further action as may, in the County sole discretion, be necessary to further or promote the public health, safety and welfare. Any decisions by any member of the

County administration as relates to the above authority may be appealed by the Permittee to the Parks and Recreation Director, or designee, whose decision shall be final.

20. **Areas of Operation.** The County shall designate the parking location for Permittee vehicles and trailers.
21. **Maintenance and Housekeeping.**
 - a. Storage of watercraft, trailers or related equipment on County property is expressly forbidden; all watercraft, equipment and trailers shall be removed from the park at the conclusion of the daily tours.
 - b. Permittee agrees to limit signage to that permanently affixed to the vehicle(s) used to conduct the business. Additional signage placement shall be at the discretion of the County.
 - c. The Permittee agrees to clean and remove paper, trash and debris generated by the eco-tour operator and/or patrons of the business.
22. **Termination of Permittee Agreement.**
 - a. The Permittee agrees to notify the County, in writing, of its intentions to terminate this agreement.
 - b. The rights of the Permittee may be immediately terminated by the County upon written notice by certified U.S. mail to the Permittee of failure of the Permittee to comply with the terms, limitations or conditions specified in this agreement. Fees paid are non-refundable.
 - c. Either party may terminate this Agreement for their own convenience upon providing thirty (30) days written notice to the other party. In the event of a termination for convenience, permit fees shall not be refunded.
23. **Non-Exclusivity.** The Permittee and the County agree that use of the designated parks and recreational areas as a commercial eco-tour location is non-exclusive. Permittee shall not interfere with the general public's use and enjoyment of the park.
24. **Business Interruption.** The County shall not be liable to the Permittee for any damages arising out of the temporary prohibition of use and/or access to the designated parks, docks or launch areas for environmental protection, public safety, maintenance or governmental activities or events which prohibits the Permittee from being present and/or engaging in its business activities.
25. **Notice.** Notice under this Agreement shall be given to the County by mailing written notice postage prepaid, to the Brevard County Parks and Recreation Department at 840 Forrest Avenue, Cocoa, FL 32922; and notice shall be given to the Organization by mailing written notice, postage prepaid, to _____.
26. **Assignment.** The Permittee shall not assign any portion of this Agreement.
27. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

PR staff sign

VD

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

BREVARD COUNTY PARKS AND RECREATION DEPARTMENT:

Reviewed for legal form and content:

Assistant County Attorney

Jack Masson, Director
Parks and Recreation Department

Date

WITNESS:

PERMITTEE:

Signature

Date

Exhibit B

RULES & REGULATIONS GOVERNING COMMERCIAL ECO-TOURS IN COUNTY PARKS

- All commercial operations within or from any County park must have Permittee rights granted to the business owner.
- All patrons of Permittee eco-tour vendors must sign a waiver of liability (Participant Waiver and Hold Harmless Agreement).
- The Permittee agrees to abide by the terms and conditions of the eco-tour permit agreement. Violations will result in termination of the agreement and loss of rights and privileges to conduct specified commercial operations.
- Permittees are responsible for the supervision and conduct of their patrons.
- Permittees must educate patrons to respect the fragile environment, waterways and wildlife and to discourage patrons from feeding, touching, petting or otherwise disturbing wildlife.
- Permittees agree to clean and remove trash and debris generated by their operations or patrons.
- Storage of watercraft, trailers and related equipment on County property is expressly prohibited; all such items must be removed from park at the conclusion of the daily tours.
- Permittees agree to restrict commercial signage to that permanently affixed to their vehicles.
- Permittees agree to comply with schedule and location restrictions as outlined in Exhibit A.
- All patrons must wear lifejackets and guides must ensure adequate operable audio warning devices are available to all patrons in accordance with U.S. Coast Guard requirements.
- Permittees agree to conduct themselves and their businesses in an ethical and cooperative manner and to facilitate a harmonious locale by getting along with other operators and private park users.
- Any problems, disputes or concerns are to be directed to the Parks and Recreation Director located at 2725 Judge Fran Jamieson Way, Bldg. B- Room #203, Viera, Florida, 32940.

Please call Melissa X52517 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Eco-Tour Vendors	
2. Fund/Account #:	3. Division Name: Parks and Recreation Department
4. Contract Description: Permit Process & Agreement	
5. Contract Monitor: Denise Hayes	6. Mail Stop #: 59
7. Dept./Office Director: Jack Masson	8. Class Code:
ACTION DATE: <i>Upon Receipt</i>	ACTION REQUIREMENT: <i>Approval Signature</i>

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____	JM	11/4/2015
Risk Management	_____	_____	_____	_____
County Attorney	<i>OK</i>	_____	<i>MJS</i>	<i>12/7/15</i>

If any office denies approval, the package will be returned immediately to the User Agency. *approved for legal form 4 content.*

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.

**BREVARD COUNTY PARKS & RECREATION
KAYAK ATTENDANCE**

CATEGORY	January 2015	February 2015	March 2015	April 2015	May 2015	June 2015	July 2015	August 2015	September 2015	October 2015	November 2015	2015 TO DATE THIS YR.
Kayak Tours	0	0	11	3	4	3	4	4	4	0	0	33
A Day Away/ Funday	1	3	0	4	2	1	2	0	0	0	0	13
A Day Away/Sunward	0	0	2	26	1	1	10	9	5	0	0	54
Adventure Kayak	5	5	16	20	14	7	16	16	9	0	0	108
Adventures in Paradise	21	17	67	65	61	28	61	69	34	0	0	423
Calypto Kayaking	0	2	0	3	0	0	4	0	0	0	0	9
Local Lines Charters	27	27	96	121	82	40	97	98	52	0	0	640
Total Kayak Tours												

CATEGORY	January 2015	February 2015	March 2015	April 2015	May 2015	June 2015	July 2015	August 2015	September 2015	October 2015	November 2015	2015 TO DATE THIS YR.
Participants	0	0	363	91	99	121	200	144	88	0	0	1106
A Day Away/ Funday	19	62	0	122	31	17	38	0	0	0	0	289
A Day Away/Sunward	0	0	32	239	14	19	148	172	76	0	0	700
Adventure Kayak	27	35	198	232	112	70	187	219	83	0	0	1163
Adventures in Paradise	116	107	597	701	416	195	541	779	252	0	0	3704
Calypto Kayaking	0	4	0	5	0	0	9	0	0	0	0	18
Local Lines Charters	162	208	1190	1390	672	422	1123	1314	499	0	0	6980
Total Participants												

CATEGORY	January 2015	February 2015	March 2015	April 2015	May 2015	June 2015	July 2015	August 2015	September 2015	October 2015	November 2015	2015 TO DATE THIS YR.
Income	\$0.00	\$0.00	\$7,260.00	\$1,820.00	\$1,980.00	\$2,420.00	\$4,000.00	\$2,880.00	\$1,760.00	\$0.00	\$0.00	\$22,120.00
A Day Away/ Funday	\$380.00	\$1,240.00	\$0.00	\$2,440.00	\$620.00	\$340.00	\$760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,780.00
A Day Away/Sunward	\$0.00	\$0.00	\$640.00	\$6,060.00	\$320.00	\$475.00	\$4,190.00	\$5,160.00	\$2,280.00	\$0.00	\$0.00	\$19,125.00
Adventure Kayak	\$810.00	\$1,050.00	\$5,940.00	\$6,960.00	\$3,360.00	\$2,100.00	\$5,810.00	\$6,570.00	\$2,490.00	\$0.00	\$0.00	\$34,890.00
Adventures in Paradise	\$3,480.00	\$3,210.00	\$19,150.00	\$21,132.00	\$13,500.00	\$6,055.00	\$17,325.00	\$25,715.00	\$8,495.00	\$0.00	\$0.00	\$118,062.00
Calypto Kayaking	\$0.00	\$300.00	\$0.00	\$375.00	\$0.00	\$0.00	\$675.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,350.00
Local Lines Charters	\$4,670.00	\$5,800.00	\$32,990.00	\$38,787.00	\$19,780.00	\$11,390.00	\$32,560.00	\$40,325.00	\$15,025.00	\$0.00	\$0.00	\$201,327.00
Total Income												

Adventures in Paradise

Kayak Tours Based on average
 Participants Based on average
 Income Participants multiplied by \$30

Chapter 78 - PARKS AND RECREATION

Sec. 78-82. - Permits.

- (a) A permit is required when one or more of the following conditions apply:
- (1) The applicant desires exclusive use of all of or a portion of a park, recreational facility or department managed lands.
 - (2) The proposed activity includes organized athletics.
 - (3) The proposed activity is open to the public with an anticipated attendance of 50 or more (section 78-105).
 - (4) The proposed activity includes the possession or consumption of alcoholic beverages. The applicant has provided a plan and payment for security where required below.
 - (5) The applicant desires to take off in or land any aircraft, glider or parachute (section 78-106).
 - (6) The applicant desires to post signs (section 78-108).
 - (7) The proposed activity includes amplified music (section 78-110).
 - (8) The applicant desires to ride horseback after dark and/or before daylight (section 78-113).
 - (9) The applicant desires to carry, fire or discharge any weapon or fireworks.
- (b) The department shall issue a permit when all of the following conditions are met:
- (1) The desired park (or requested portion thereof), recreational facility, or department managed lands has not been reserved for other use at the time requested.
 - (2) The applicant has provided current photo identification and has completed an application for use permit.
 - (3) The applicant has provided fees as established by resolution of the board of county commissioners for the activity.
 - (4) The applicant is in full compliance with all laws, ordinances, rules and regulations, permitting and licensing requirements.
 - (5) The applicant has provided current proof of public and/or liquor liability insurance as required by the board of county commissioners.
 - (6) The applicant has provided a plan and payment for security as required in subsection (c).
 - (7) The proposed activity or activities will occur in an area designated for such activity or activities.
 - (8) The applicant has agreed to indemnify and hold the county harmless as established by resolution by the board of county commissioners.
 - (9) If the proposed activity includes commercial activity and/or is open to the public; as defined in section 78-76 the applicant must show proof that the applicant or applicant's organization is a non-profit or a not for profit organization.
- (c) Security.
- (1) The applicant shall provide and pay for a security plan for the proposed event if such event involves commercial activity, is open to the public and may reasonably be expected to draw 50 persons or more to the park or recreational facility. Such plan shall provide for at least one security personnel, under contract with the permit applicant, on duty at all times for the initial 201 attendees and thereafter one additional security personnel for every 500 additional persons attending the proposed event, with no security personnel working more than one eight-hour shift in any 24-hour period. As an alternative to providing a security plan, the applicant may pay the

cost for providing security, in accordance with the above stated guidelines, under any interlocal agreement that the county may have with any law enforcement agency.

- (2) Security personnel shall include certified law enforcement officers or any bona fide private security company licensed to do business in the state.
 - (3) Where the proposed activity is to be conducted for the sole purpose of public issue speech and does not involve any commercial activity, the applicant shall not be required to pay the expenses associated with security, unless the same event has experienced two or more security violations at a single event, during the two calendar years immediately preceding the application in the county or any other jurisdiction.
- (d) All permits shall be signed by the department director or designee.
 - (e) If any proposed recreational or commercial activity may constitute a hazard as determined by department director or designee to any person or property, the department, as a condition of the issuance of a permit, shall require public liability insurance in an amount sufficient to protect such person or property. The amount and requirements of such insurance shall be established pursuant to a resolution adopted by the board of county commissioners. Such activities include but are not limited to the use or placement of entertainment equipment; athletic or sporting events involving physical contact; events that are expected to draw over 200 people which include amplified music; commercial activity; and any event which is open to the public and involves the possession or consumption of alcoholic beverages, the sale of food items and/or beverages, or any commercial activity as defined in this chapter.
 - (f) The department shall notify the applicant within five days, excluding weekends and holidays, whether the permit request is granted or denied, and if the permit is denied, the reason for such denial.
 - (g) The department director or designee shall have the authority to revoke a permit upon finding a violation of any rule or regulation, or a material misrepresentation.
 - (h) The applicant may appeal the refusal or revocation of a permit to the county manager within five days after notification of such refusal by filing a written notice. However, the denial of a permit may not be appealed if the basis for denial was:
 - (1) That the park, recreation facility, or department managed land was previously reserved; or
 - (2) Due to a prior material misrepresentation of the applicant.

If the department decision is upheld, the appeal may be referred to the board of county commissioners. The board of county commissioners may consider the appeal at a regularly scheduled meeting. If the board does not meet within 30 days the board shall direct the department to issue the permit unless the department demonstrates that the herein permit requirements have not been met. In the event the board affirms the denial of the permit the applicant may immediately request review by a court of competent jurisdiction subject to the rules and laws governing application to such court.

Sec. 78-107. - Commercial activity.

No person shall sell, keep, or offer for sale any tangible or intangible object, merchandise or thing nor solicit for any trade, occupation, business or profession for consideration within any park, recreational facility, or department managed lands without a permit from the department. Compliance with all permit criteria must be met. There is no entitlement or right to conduct commercial activity within any park, recreational facility or department managed lands. The department may, in its sole discretion, deny any request to conduct commercial activity.

Eco-Tour Vendor General Permit Application



Company Name: _____

Owner's Name: _____

Email: _____ Phone Number: _____

Company Website Address: _____

Vendor Number _____

Date Received _____

Eco-Tour Vendor General Permits \$500 Annually:

Eco-tour vendors are required to have a General Permit to operate commercial tours from county parks. *NO FEES ARE DUE AT THE TIME OF APPLICATION.* General Permit fees may be paid in full or on a quarterly basis. No refunds will be given after date of issue. General permits will be issued for the following approved locations:

Approved Eco-Tour Vendor General Permit Launch Sites:

Fay Lake Wilderness Park - Port St. John	Fox Lake Park - Titusville
Hatbill Park - Titusville	Parrish Park - Titusville
Chain of Lakes Park - Titusville	Kennedy Point Park - Titusville
Marina Park - Titusville	Sand Point Park - Titusville
Port St. John Boat Ramp	Six Mile Creek - Mims
Scottsmoor Landing	Leroy Wright Recreation Area - Cocoa
Lee Wenner Park - Cocoa	James G. Bourbeau Park - Cocoa
Kelly Park East - Merritt Island	Kiwanis Island Park - Merritt Island
Eau Gallie Causeway Ramp - Melbourne	Fisherman's Landing - Grant-Valkaria
Lake Washington Park - Melbourne	Pineda Causeway - Satellite Beach
POW/MIA Park - Melbourne	Rotary Park Suntree - Melbourne

Tours may be operated at the above locations seven (7) days per week with no holiday restrictions. Two (2) tours maximum per day, not to exceed fifteen (15) boats per tour including guide boats, with no more than one tour operating at a time per vendor.

Vendor Signature: _____ Date: _____

General Permit Issued

Manager, Parks & Recreation Department: _____ Date: _____

Eco-Tour Vendor Restricted Use Permit Information

Eco-Tour Vendor Restricted Use Permits:

Eco tour vendors are required to have an Eco Tour Vendor Restricted Use Permit to operate commercial tours from the following locations:

Eco-Tour Vendor Restricted Use Permit Launch Sites:

- Manatee Cover Park - North Merritt Island
- Pine Island Conservation Area - North Merritt Island

Please indicate above if you are applying for participation in the lottery selection process for one or both of the Restricted Use Launch Sites by putting a "check" in the appropriate box(s).

Restricted Use Permits are issued through a lottery process. Each applicant will be required to have a representative attend the lottery drawing.

Return completed application to:

Brevard County Parks and Recreation Department
Central Area Parks Operations Office
840 Forrest Ave.
Cocoa, FL 32922
321-633-1874

Eco-Tour Vendor
Restricted Use Permit Application
Pine Island Conservation Area



Company Name: _____

Owner's Name: _____

Email: _____ Phone Number: _____

Company Website Address: _____

Vendor Number _____
Date Received _____

Eco-Tour Vendor Restricted Use Permits \$1,000 per Day:

Eco-Tour vendors are required to have an Eco-Tour Vendor Restricted Use Permit to operate commercial tours from Manatee Cove Park and Pine Island Conservation Area. **NO FEES ARE DUE AT THE TIME OF APPLICATION.** Restricted Use Permit fees may be paid in full or on a quarterly basis. No refunds will be given after date of issue.

Tuesday

Thursday

Saturday

Indicate your choices for launch days in order of preference (1-3) by putting the appropriate number in the boxes to the left. 1 for your most preferred day and 3 for your least preferred.

Please also indicate here if you are applying for 1 __ OR 2 __ launch days at this location.

Operation is allowed on specified days only (Selected Holidays excluded: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day). Two (2) tours maximum per day, not to exceed fifteen (15) boats per tour including guide boats, with no more than one tour operating at a time per vendor.

Vendor Signature: _____ Date: _____

Restricted Use Permit Issued

Manager, Parks & Recreation Department: _____ Date: _____

Return completed application to: Brevard County Parks and Recreation Department, Central Area Parks Operations Office, 840 Forrest Ave., Cocoa, FL 32922; 321-633-1874

**Eco-Tour Vendor
Restricted Use Permit Application
Manatee Cove Park**



Company Name: _____

Owner's Name: _____

Email: _____ Phone Number: _____

Company Website Address: _____

Vendor Number _____
Date Received _____

Eco-Tour Vendor Restricted Use Permits \$1,000 per Day:

Eco-Tour vendors are required to have an Eco-Tour Vendor Restricted Use Permit to operate commercial tours from Manatee Cove Park and Pine Island Conservation Area. **NO FEES ARE DUE AT THE TIME OF APPLICATION.** Restricted Use Permit fees may be paid in full or on a quarterly basis. No refunds will be given after date of issue.

Monday	<input type="checkbox"/>	Indicate your choices for launch days in order of preference (1-3) by putting the appropriate number in the boxes to the left. 1 for your most preferred day and 3 for your least preferred.
Wednesday	<input type="checkbox"/>	
Friday	<input type="checkbox"/>	

Please also indicate here if you are applying for 1 __ OR 2 __ launch days at this location.

Operation is allowed on specified days only (Selected Holidays excluded: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day). Two (2) tours maximum per day, not to exceed fifteen (15) boats per tour including guide boats, with no more than one tour operating at a time per vendor.

Vendor Signature: _____ Date: _____

Restricted Use Permit Issued

Manager, Parks & Recreation Department: _____ Date: _____

Return completed application to: Brevard County Parks and Recreation Department, Central Area Parks Operations Office, 840 Forrest Ave., Cocoa, FL 32922; 321-633-1874

Lottery Selection Process Eco-Tour Vendor Restricted Use Permit

Applications are available online.

Annual deadline for submittals (same date each year).

One application per company may be submitted for each launch site. Individual vendors will be limited to no more than two days annually per site. Staff will assign a number to each application as it is received.

Lottery Drawing Options:

Option 1: Two separate drawings - one for the first day and one for the 2nd days that are left if any.

Option 2: One drawing where each vendor selected gets their two available days.

After drawing is complete, all vendors shall be drawn again to establish an ordered alternate list to assign days that may become available if selected vendors withdraw their permit or don't pay. Vendors can only be selected for days they identified on their application. Any alterations to schedules between vendors must be approved in advance by the Department.

Examples of two drawing process outcomes:

If 3 vendors apply:

1 will receive 1 day

2 will receive 2 days

If 4 vendors apply:

3 will receive 1 day

1 will receive 2 days

If 5 vendors apply:

5 will receive 1 day

If 6 vendors apply:

5 will receive 1 day

1 will be an alternate

The Lottery Selection Process shall be publicly noticed and open to the public to observe. Ping pong balls will be numbered with vendor application numbers. Ping pong balls will be drawn from a container by hand or a bingo ball roller. Letters will be sent out to all applicants announcing winners with a deadline for payment. Any remaining days not claimed by payment deadline will be awarded to vendors on the ordered alternate list.

**Eco-Tour
Vendor Permit
Brevard County
Parks and Recreation
Department**

Permit # 879

General

**Manatee Cove
Monday / Tuesday**

**Pine Island
Wednesday**

Expires: 12/31/15

Please call Melissa X52517 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Eco-Tour Vendors			
2. Fund/Account #:		3. Division Name: Parks and Recreation Department	
4. Contract Description: Permit Process & Agreement			
5. Contract Monitor: Denise Hayes		6. Mail Stop #: 59	
7. Dept./Office Director: Jack Masson		8. Class Code:	
ACTION DATE: Upon Receipt		ACTION REQUIREMENT: Approval Signature	

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u> </u>	<u>JM</u>	<u>11/4/2015</u>
Risk Management	<u> </u>	<u> </u>	<u> </u>	<u> </u>
County Attorney	<u><i>A</i></u>	<u> </u>	<u><i>MJS</i></u>	<u><i>12/5/15</i></u>

If any office denies approval, the package will be returned immediately to the User Agency. *cont'd.*

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.

BC-20: EXHIBIT I

PKREGS-ADMIN

DEC72015PM5:51

Please call Melissa X52517 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

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	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u> </u>	<u>JM</u>	<u>11/4/2015</u>
Risk Management	<u>X</u>	<u> </u>	<u>JLJ</u>	<u>11/9/2015</u>
County Attorney	<u> </u>	<u> </u>	<u> </u>	<u> </u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.

Renninger, Melissa L

From: Jones, Julie L
Sent: Monday, November 09, 2015 9:46 AM
To: Renninger, Melissa L
Cc: Soss, Matthew; Ray, Brittany
Subject: RE: Eco-Tour Permit Package
Attachments: Contract Form_RM_EcoTour.docx

Initialed form attached.

Julie Jones
Risk Manager
321-617-7247

From: Renninger, Melissa L
Sent: Thursday, November 05, 2015 10:49 AM
To: Jones, Julie L
Cc: Soss, Matthew; Ray, Brittany
Subject: RE: Eco-Tour Permit Package

The agreement has been updated with the additional insurance language.

Melissa Renninger
Administrative Assistant
Parks and Recreation Department
2725 Judge Fran Jamieson Way, Bldg B
Viera, FL 32940
Phone (321) 633-2046 (x3)
Fax (321) 633-2198
Email melissa.renninger@brevardcounty.us

From: Jones, Julie L
Sent: Thursday, November 05, 2015 9:42 AM
To: Renninger, Melissa L
Subject: RE: Eco-Tour Permit Package

Melissa – in addition to the requirement for General Liability Insurance in an amount not less than \$1M per occurrence, we recommend including a requirement for Watercraft Liability insurance in an amount not less than \$1M per occurrence.

Julie Jones
Risk Manager
321-617-7247

From: Renninger, Melissa L
Sent: Wednesday, November 04, 2015 10:30 AM
To: Jones, Julie L
Subject: Eco-Tour Permit Package



Vendors obstructing citizen access to launch site



Vendors obstructing citizen access to park amenities



Vendors obstructing citizen access to entrance & exit, observatory, trail, parking and launch site



Vendors obstructing citizen access to launch site



Vendors obstructing citizen access to launch site



Overcrowding the Lagoon



Vendors blocking citizen parking area



Vendors blocking citizen parking area

December 12, 2015

TO: Brevard County Board of County Commissioners
Community Service Group/Parks and Recreation Department

FROM: Adventure Kayak of Cocoa Beach, Mr. Bill Kowalik

SUBJ: ECO-TOUR COMMERCIAL PERMIT PROCESS

In lieu of a restrictive "lottery selection process" to regulate eco-tour commercial permits, a more equitable, and pro-active, solution is proposed to alleviate launch site overcrowding and reduce environmental impact to Brevard County parks.

This proposal will provide the eco-tour vendors a viable and workable scheduling solution. It will solve park site overcrowding, regulate watercraft saturation, reduce wildlife impact and yet provide controlled access to all launch sites on a structured basis.

Eco-tour vendor's services and customers tour site selection would be severely compromised by daily restrictions to prime County Park launch access points. As tourism is one of Brevard County's main attractions and financial rewards...most tourists are on a time sensitive schedule.

Total restricting access to prime launch sites to certain days of the week for a particular eco tour company can be detrimental to their future. Tourists/customers schedules do not work that way.

However, by simply restricting customer load to a particular launch site solves the same problem yet provides equitable access to all the eco-tour vendors and their customers.

Each county launch site will be evaluated and assigned an Impact Category. The categories are determined by a number of factors. Launch site access, launch site size, parking availability, wildlife density, environmental impact, park facilities, and local public access.

- **Category 1 - High Impact Site.** Sensitive areas. High wildlife density. Confined access. Limited parking and restricted facilities.
- **Category 2 - Moderate Impact Site.** Easy access. Parking. Facilities.
- **Category 3 - Low Impact Site.** Open access. Motor Boat Launch. Parking. Facilities

This Impact Category system can be implemented immediately without compromising any eco-tour guide service's schedules or customers preferred launch site selection.

Wildlife impact, human interaction and watercraft saturation are controlled at each park to within the restrictive launch site limitations set by their Impact Category.

We propose a flat fee \$500 per vendor annually.

Impact Categories

Category 1 (High Impact)

Manatee Cove

- 15 customers per tour, max
- 30 customers per day, max
- Each tour separated by 2 hours
- Unlimited tours per day, not to exceed 30 customers per day
- Monday through Friday operation only, select holidays excluded.

Category 2 (Medium Impact)

Pine Island, Fay Lake Wilderness Park, Hatbill Park, Chain of Lakes Park, Marina Park, Eau Gallie Causeway Ramp, Lake Washington Park, POW/MIA Park, Fox Lake Park, Parrish Park, Kennedy Point Park, Sand Point Park, Six Mile Creek, Leroy Wright Rec Area, James Bourbeau Park, Fisherman's Landing, Pineda Causeway and Rotary Park Suntree.

- 30 customers per tour, max
- 60 customers per day, max
- Each tour separated by 2 hours
- Unlimited tours per day, not to exceed 60 customers per day
- Monday through Sunday operation, ~~select holidays excluded~~

No restrictions

Category 3 (Low Impact)

Kelly Park, Kiwanis Island and Lee Werner Park

- 60 people per tour, max
- 120 customers per day, max
- Each tour separated by 2 hours
- Unlimited tours per day, not to exceed 120 customers per day
- Monday through Sunday operation, No holiday restrictions.

Submitted by Bill Kowalik, owner of Adventure Kayaks of Cocoa Beach.

Adventure Kayak of Cocoa Beach has been a licensed kayak eco-tour business for over 15 years. Certified *Florida Coastal Systems Naturalist* by University of Florida, 2013.