

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20070544

1. ACTION REQUESTED/PURPOSE: Approve license agreement between Kayak Excursions and Lee County for use of Bunche Beach as a kayak rental site. This agreement will be for one year with a one year renewal option.

2. FUNDING SOURCE: N/A

3. WHAT ACTION ACCOMPLISHES: Allows rental kayaks for visitors to Bunche Beach.

4. MANAGEMENT RECOMMENDATION: APPROVED

5. Departmental Category: // CIA			6. Meeting Date: 04.17.07		
7. Agenda:		8. Requirement/Purpose: (specify)		9. Request Initiated:	
<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Statute	Commissioner	
<input type="checkbox"/>	Administrative	<input type="checkbox"/>	Ordinance	Department:	Parks & Recreation
<input type="checkbox"/>	Appeals	<input type="checkbox"/>	Admin. Code	Division	
<input type="checkbox"/>	Public	<input checked="" type="checkbox"/>	Other	By: John Yarbrough, Director of Parks and Recreation	
<input type="checkbox"/>	Walk-On			<i>[Signature]</i>	

10. Background: Kayak Excursions has requested permission to use Bunche Beach as a site to provide rental kayaks to park visitors. This recreational opportunity will compliment the use of the park and preserve as well as assist with the promotion of low ecological impact recreation. Kayak Excursions will pay monthly rent in the amount of \$150 for the duration of the lease agreement.

No funding is required.

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> 4-3-07				<i>W. D. Base</i>	<i>DEH</i> 4/4/07	<i>W. D. Base</i> 4/4/07	<i>W. D. Base</i> 4/4/07	<i>W. D. Base</i> 4/4/07	<i>[Signature]</i>

12. Commission Action:

Approved

Deferred

Denied

Other

RECEIVED BY
COUNTY ADMIN: *D.*
4/4
9 AM
COUNTY ADMIN
FORWARDED TO: *[Signature]*
4/5/07
11:30 AM

Rec. by CoAtty
Date: 4/3/07
Time: 3:00 pm
Forwarded To:
CAD 3:52 pm

**LICENSE AGREEMENT BETWEEN LEE COUNTY KAYAK EXCURSIONS FOR THE
OPERATION OF KAYAK RENTALS AT BUNCHE BEACH**

This LICENSE AGREEMENT is made this _____ day of _____, 2007 by and between Lee County, a political subdivision and Charter County of the State of Florida, by and through its Department of Parks and Recreation, located at 3410 Palm Beach Boulevard, Fort Myers, Florida 33916, hereinafter referred to as "COUNTY" and Kayak Excursions, located at 2306 SE 18th Avenue, Cape Coral, Florida 33990, hereinafter referred to as "KAYAK EXCURSIONS" in consideration of the mutual promises contained herein agree to the following:

BACKGROUND

1. The COUNTY owns property known as Bunche Beach, located at 18201 John Morris Road, Fort Myers, Florida 33908 in which KAYAK EXCURSIONS desires to rent kayaks to park visitors.
2. The COUNTY hereby licenses KAYAK EXCURSIONS to operate a kayak rental and guided tours at Bunche Beach.

TERM

3. The term of this License shall be for one (1) year from the date of Board approval with an automatic one (1) year renewal unless either party gives the other party thirty (30) days written notice of the intent not to renew.

USE OF FACILITIES

4. The COUNTY agrees to permit KAYAK EXCURSIONS to use the facilities at Bunche Beach to rent kayaks, boogie boards, tubes/rafts, beach chairs, sun shelters (little tents for babies), guided tours and similar non-motorized vessels to park visitors and launch kayaks and similar non-motorized vessels from a Parks and Recreation staff designated launch site.
5. KAYAK EXCURSIONS will be allowed to bring in one vehicle and one kayak trailer to be parked in the parking area at Bunche Beach as designated by Parks and Recreation staff.

6. KAYAK EXCURSIONS must provide all safety gear as required by law for kayak rental and will be required to provide basic use and safety instructions to renters.
7. KAYAK EXCURSIONS may erect a pop tent shade structure no larger than 15' x 15' at the site where business will be conducted.
8. KAYAK EXCURSIONS may post roadside signs advertising the kayak rentals and guided tours on the approach drive to Bunche Beach within the property boundaries of the park if such signs are in conformity with all state and county regulations.
9. All signs, pop-up tent, vehicles, trailer and equipment must be removed daily before sunset and stored offsite.
10. KAYAK EXCURSIONS may sell sun block, beverages (water, soda, juice), beach towels, sunglasses, beach toys (shovels & pails), logoed apparel, sarongs, kayaks and bird watching supplies (binoculars, books).
11. KAYAK EXCURSIONS must present a neat and conservative dress.
12. KAYAK EXCURSIONS must remove daily any trash or debris generated by the business.
13. KAYAK EXCURSIONS shall secure all federal, state, and county permits necessary to provide kayak rental services. This shall include, but shall not be limited to, any permits and business licenses. KAYAK EXCURSIONS shall abide by all applicable laws, ordinances and regulations: federal, state, and county, and shall not use, or permit the kayak rental concession to be used for any unlawful, improper, or offensive purposes whatsoever.
14. Operating hours will be as agreed upon Lee County Parks and Recreation staff but shall only be conducted during posted Bunche Beach Park hours.

OPTION TO RENEW/TERMINATION

15. This Agreement may be renewed for an additional one year period upon written agreement of the parties no less than (90) ninety days prior to the expiration of the current terms. Amendments and changes to this Agreement, including increases to base license fees must be made upon written agreement of the parties in a manner similar to this Agreement.
16. This Agreement may be terminated by either party upon (30) thirty days' written notice to the other party.

NOTICES

17. Notices referred to in this Agreement shall be written, signed, and delivered to the notified party at the address identified in this Agreement.

RENT

18. KAYAK EXCURSIONS shall pay COUNTY One Hundred and Fifty Dollars (\$150.00) by the first of each month without demand. Remit payment check payable to Lee County Board of County Commissioners (B.O.C.C.). Mail to Lee County Parks and Recreation Attention Accounts Payable 3410 Palm Beach Boulevard, Fort Myers, Florida 33916.

TAXES

19. KAYAK EXCURSIONS shall be responsible for remitting all appropriate taxes to the appropriate taxing authority.

ASSIGNMENT OR SUBLEASE

20. This License Agreement shall not be assigned nor shall the kayak rental concession be sublet without the express written permission of the COUNTY. The use of the kayak concession shall immediately revert to the COUNTY in the event of an assignment or sublease made without permission.

PARK CLOSING

21. At no time shall KAYAK EXCURSIONS operate concession, if the COUNTY closes the park due to inclement weather or acts of God, etc. KAYAK EXCURSIONS shall waive all claims for compensation for loss or damage due to closure of the park for any reason.

INSPECTION OF PREMISES

22. The COUNTY shall have the right to inspect the KAYAK EXCURSIONS facilities at any reasonable time, without advance notice, during the term of this Agreement.

DEFAULT

23. If KAYAK EXCURSIONS defaults in the payment of rent, or if it violates any other covenants of this Agreement, the COUNTY may immediately enter and retake possession of the facility without notice.

INSURANCE

24. KAYAK EXCURSIONS shall provide insurance, per the attached Exhibit "A", prior to the commencement of this Agreement.
25. KAYAK EXCURSIONS shall be liable for, and agrees to be liable for, and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including court costs and attorney's fees, arising out of the concessionaire's errors, omissions, and/or negligence. KAYAK EXCURSIONS shall not be liable to, nor indemnify, the COUNTY for any portion of damages arising out of any error, omission, and/or negligence of the COUNTY or its employees.
26. Security of the concession area will be the sole responsibility of KAYAK EXCURSIONS. Lee County shall not be responsible for any theft, vandalism, or other destruction or property loss of any of the concessionaire's property or equipment.

EXCLUSIVITY

27. Nothing in this Agreement shall be construed as granting exclusive kayak concession rights to KAYAK EXCURSIONS at the Bunche Beach Park.

(BALANCE OF PAGE LEFT BLANK INTENTIONALLY)

IN WITNESSETH WHEREOF, the COUNTY and KAYAK EXCURSIONS have caused this Agreement to be executed under seal the day and year first above written.

ATTEST:
CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Robert Janes, Chair

APPROVED AS TO FORM:

By: _____
Lee County Attorney's Office

KAYAK EXCURSIONS

By: _____
, Director

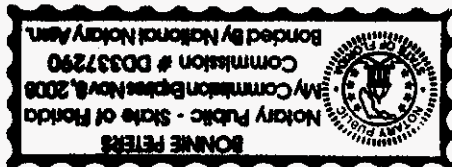
STATE OF FLORIDA) ss:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 30th day of March, 2007, by Stefan A. Kueingel, an individual, who is personally known to me or has produced Drivers License as identification and did (did not) take an oath.

Bonnie Peters
Notary Public

BONNIE PETERS
(Print Name)

My commission expires:




ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/16/2007
PRODUCER Avalon Insurance Group, Inc. 7280 College Parkway Suite 308 Ft. Myers FL 33907		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Kayak Excursions Stefan Kuenzel DBA 2306 SE 16th Ave. Cape Coral FL 33990		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: <u>National F & M Insurance</u>		
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR NRHD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	72LP8004333	03/16/2007	03/16/2008	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PGR: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW. OTHER				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER LEE COUNTY BOARD OF COUNTY COMMISSIONERS 3410 PALM BEACH BLVD. FORT MYERS, FLORIDA 33916 ATTN: CHRISTINE CHITWOOD FAX: 239 - 432 - 2019	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED SIGNATURE 
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Lee County Tax Collector

2480 Thompson Street
Fort Myers, Florida 33901
www.leetc.com Tel: (239) 533-6000

License Number: 0701486

Dear Business Owner:

Your 2006-2007 Lee County Occupational License is attached below. Please detach the license and display it in a place that is visible to the public and available for inspection. Occupational Licenses are in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health or other regulatory requirements. Occupational Licenses are non-regulatory and are not an endorsement of quality of work performed.

Your 2006-2007 Occupational License is valid from October 1, 2006 through September 30, 2007. Annual renewal notices are mailed in August to the address of record at that time. Please follow the instructions on the back of this letter to transfer your occupational license due to a change of business name, ownership, physical address or you are closing your business.

I hope you have a successful year.

Lee County Tax Collector

Detach and display bottom portion and keep upper portion for your records

LEE COUNTY OCCUPATIONAL LICENSE 2006 - 2007

LICENSE NUMBER: 0701486

LICENSE EXPIRES SEPTEMBER 30, 2007

Location:
2306 SE 18TH AVE
CAPE CORAL FL 33904-1112

KAYAK EXCURSIONS
KUBZEL STEFAN A
2306 SE 18TH AVE
CAPE CORAL FL 33904-1112

May engage in the business of:
WATERCRAFT RENTAL

Additional Occupations: (GUIDE)

OCCUPATIONAL LICENSES ARE NON REGULATORY

THIS IS NOT A BILL - DO NOT PAY

PAID: 213347-1-1
RYC1

11/08/2006 10:02:01
\$50.00