

Neighborhood/Community Affairs Committee Meeting
NOVEMBER 18, 2016

**DISCUSSION TO CONSIDER MIAMI WATERSPORTS LLC D.B.A. MIAMI BEACH
PADDLEBOARD'S APPLICATION FOR A CONCESSION AGREEMENT FOR THE
OPERATION OF PADDLEBOARD AND KAYAK RENTALS FROM BARRY KUTUN BOAT
RAMP, LOCATED AT MAURICE GIBB MEMORIAL PARK**

Commission Item R9AL, October 19, 2016

(Sponsored by Commissioner Rosen Gonzalez)

John Rebar, Parks and Recreation Director

ITEM # 13

COMMITTEE MEMORANDUM

TO: Chair and Members of the Neighborhood/Community Affairs Committee

FROM: Jimmy L. Morales, City Manager

DATE: November 18, 2016

SUBJECT: DISCUSSION TO CONSIDER MIAMI WATERSPORTS LLC D.B.A. MIAMI BEACH PADDLEBOARD'S APPLICATION FOR A CONCESSION AGREEMENT FOR THE OPERATION OF PADDLEBOARD AND KAYAK RENTALS FROM BARRY KUTUN BOAT RAMP, LOCATED AT MAURICE GIBB MEMORIAL PARK.

BACKGROUND

At the October 19, 2016 City Commission meeting, a discussion took place regarding the applications for concession operations at the Barry Kutun Boat Ramp, located at Maurice Gibb Memorial Park. It was determined that all concession agreement applications be vetted first with the Neighborhoods/Community Affairs Committee and then subsequently sent to the City Commission for approval.

On October 26, 2016, Miami Watersports LLC D.B.A. Miami Beach Paddleboard submitted an application (Exhibit A) for a concession agreement for the operation of paddleboard and kayak rentals from the Barry Kutun Boat Ramp.

The Parks and Recreation Department has reviewed the applicant's proposal based on the following use of the boat ramp. Miami Watersports LLC instructs their customers to pick-up and carry their boards from their business location, located at 1416 18th Street, to the boat ramp for use. Once the customers have completed their one or two hour session, they are required to carry the boards back to the original location. The applicant only assists customers during the launch as requested but does not receive them at the boat ramp to expedite their return. A lesson on how to safely use the equipment and ramp will be given to the customer at the business location prior to their launch.

Based on the proposed plan, the department would offer a favorable recommendation. If the application is approved, staff will negotiate a non-exclusive concession agreement for the term of one (1) year with two (2) one-year renewal options. The proposed annual concessionaire fees for non-motorized vessels are indicated on Exhibit B.

REQUIRED ACTION

Committee vote to approve Miami Watersports LLC D.B.A. Miami Beach Paddleboard's application for a Concession Agreement for operation of paddleboard and kayak rentals from

Barry Kutun Boat Ramp, located at Maurice Gibb Memorial Park, to the January 2017 City Commission meeting for approval.

Attachment

Exhibit A – Miami Watersports LLC D.B.A. Miami Beach Paddleboard Concession Agreement Application

Exhibit B – Barry Kutun Boat Ramp Concession Agreement Fee Schedule

JLMEC/JR


Exhibit A

***Miami Watersports LLC D.B.A. Miami Beach
Paddleboard Concession Agreement Application***

MIAMI BEACH
CITY OF MIAMI BEACH
DEPARTMENT OF PARKS AND RECREATION

INFORMATION FOR PUBLIC BOAT RAMP
COMMERCIAL CONCESSION OPERATION APPLICANTS

In order to engage in commercial concession operations at public boat ramps owned by the City of Miami Beach, the attached application shall be completed and submitted to the City of Miami Beach Department of Parks and Recreation, 1701 Meridian Avenue, Suite 401, Miami Beach, FL 33139. The Department of Parks and Recreation may be reached via telephone at (305) 673-7730. Once a concession application is reviewed and approved, applicants are required to enter into a contract with the City. All concessionaires are also required to obtain and maintain City business tax receipt(s), Building/Planning Department approvals (when applicable), and any other authorization and/or permit required by the City, in addition to meeting all other County, State, or Federal requirements. City business tax receipts for each type of activity requested and approved must be obtained prior to commencement of any concession operation.

All authorizations, permits and/or contracts for commercial concession operations at public boat ramps are granted on a revocable basis. The City may, for its convenience, and at its sole discretion and without cause, terminate any authorization, permit and/or contract at any time by giving thirty (30) days' written notice prior to such termination.

All concessionaires are subject to annual operator fees, as described below, plus applicable taxes. The annual fee shall be adjusted every year, based on the Consumer Price Index (CPI). All operator fees and taxes (whenever applicable) shall be due to the City prior to October 1st of each year thereafter.

Type of Concession Operation	Annual Operator Fee	Annual Launch Fee
Motorized Vessel Operators	\$1,200.00	To be determined by the City upon review of concession application
Non-motorized Vessel Operators	\$120.00	To be determined by the City upon review of concession application

All inquiries should be referred to the City of Miami Beach Department of Parks and Recreation at (305) 673-7730.

MIAMI BEACH
CITY OF MIAMI BEACH
DEPARTMENT OF PARKS AND RECREATION

**APPLICATION FOR
COMMERCIAL CONCESSION OPERATIONS AT PUBLIC BOAT RAMPS**

SECTION 1 – LOCATION OF CONCESSION REQUESTED

Address: 18th street & Purdy Ave. Miami Beach 33139

SECTION 2 – TYPE OF CONCESSION OPERATION REQUESTED

Motorized Vessel

Activity description: None
(i.e., amphibious tours, jet ski tours, etc.)

Non-motorized Vessel

Activity description: Paddleboard and Kayak rentals
(i.e., kayak rentals)

SECTION 3 – APPLICANT INFORMATION

Name of Entity (Concessionaire): Miami Watersports LLC DBA Miami Beach Paddleboard
(i.e., corporation, partnership, LLC, other)

Name of Authorized Representative: Camilo Marmol

Title of Authorized Representative: President

Principal Business Address: 1416 18th Street. Miami Beach, FL 33139

Office Telephone No.: 786-428-4402 Facsimile No.: _____

Mobile Telephone No.: 786-718-7537 Email address: miamibeachpaddelboard@gmail.com

Type of Entity: Corporation Partnership **LLC** Other

State of Organization: Florida Date of Organization: 10/19/2012

If Foreign, Date of Registration with Florida Secretary of State: N/A

Name of Registered Agent: Camilo Marmol



Address of Registered Agent: 1416 18th Street. Miami Beach, FL 33139

Name of President or Equivalent: Camilo Marmol

Name of Vice President or Equivalent: N/A

Name of Treasurer or Equivalent: N/A

Board of Directors: N/A

CONCESSIONAIRE
OPERATIONAL PLAN

A. Description of Operation

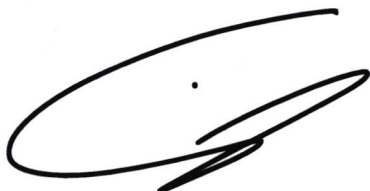
Please describe your proposed operation (attach a photograph, copy of brochures or other descriptive materials for equipment).

- We are open from 9:30am and close at Sunset every day (if weather permits)
- Customers are welcomed at our shop in 1416 18th St. Miami Beach, FL 33139
- They are required to fill out Liability Waivers and show a Picture ID
- Usually they have a reservation, but walk-ins are also accepted
- We provide lockers for our customers to store all their personal belongings
- Before launching, customers receive a lesson and instructions to safely use the equipment and ramp
- All customers are indicated the safest route to take based on wind direction and tide
- Every board is equipped with a leash that keeps the board attached to the customer and with a life-jacquet.
- All our customers carry their boards from our location to the ramp (this concession will allow us to help our customers in and out of the ramp making the operation safer and quicker)
- Once our customers have enjoyed their one or two hour paddleboard session they bring the boards back to the shop and retrieve their belongings from the locker.

M

B. Additional Information

Required Information	Concessionaire Response
Type and description of vessel(s) operated	Light weight paddleboards (19-25 pounds)
Projected number of vessel launches per day, specified by day of the week and time of launch (i.e., 3 vessel launches on Mondays; 9 am, 12 pm, and 3 pm); for non-motorized vessel operators, only include projected number of vessel launches requiring concessionaire staff assistance	Monday - Friday: 5 - 10 launches per day Saturday - Sundays: 15 - 25 launches per day
Projected duration (in minutes) of each vessel launch/retrieval	0.5 minutes to launch 0.5 minutes to retrieve
Projected number of concessionaire employees on-site at time of vessel launch/retrieval	1
Projected total number of vessels deployed per tour; number of concessionaire staff members accompanying each tour at all times	5 vessels per tour. Accompanied by 1 member (if requested)
Concessionaire hours of operation	9:30am - Sunset



Camilo Marmol

Mgrm. President.
Miami Beach Paddleboard

F:\RCPA\P&R Admin\JDR\Concession Operations at Public Boat Ramps\Application for Commercial
Concession Operations at Public Boat Ramps (Final).docx

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

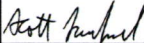
PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Stephanie Foy
	PHONE: (A/C, No. Ext): 877-783-1161 FAX: (A/C, No): 800-363-3694
	E-MAIL ADDRESS: OandG@kandkinsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: New Hampshire Insurance Company 23841
INSURED Miami Watersports, LLC DBA: Miami Beach Paddleboard 1416 18th St Miami Beach, FL 33139 A Member of the Sports, Leisure & Entertainment RPG& Entertainment RPG	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W00734483 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> MEMBER	X		9VRPA2070578100	11/13/2015 4:47 PM EDT	11/13/2016 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS-COMP/OP AGG	\$2,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	
	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 Not provided while in Hawaii						COMBINED SINGLE LIMIT (Ea Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Paddling/Paddleboarding (includes stand-up paddleboarding)
 Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured. Coverage does not extend to the negligence or errors & omissions of the additional insured.

CERTIFICATE HOLDER City of Miami Beach 1700 Convention Center Dr Miami Beach, FL 33139 (Owner, Manager or lessor of the premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coverage is only extended to U.S. events and activities.
 ** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas
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STAND-UP PADDLE BOARDING ACTIVITIES RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")

Read Carefully

TO: MIAMI WATERSPORTS LLC, and their directors officer, employees, guides, agents, independent contractors, subcontractors, volunteers, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees")

DEFINITIONS In this Release Agreement, the term "Activity" Shall include all activities, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: stand-up paddle boarding, swimming, Stand-Up Paddle Boarding Yoga and other forms of open or closed water-based activity; rental or use of stand-up paddle boards or other equipment; demonstrations; orientational and instructional courses; loading, unloading of equipment including around motor vehicles; and other activities, events and services in any way connected with or related to the Activity. ASSUMPTION OF RISKS - STAND-UP PADDLE BOARDING, SWIMMING, OPEN OR CLOSED WATER-BASED ACTIVITY, CURRENTS, TIDES, WEATHER ETC. I am aware that participating in the Activity in open or closed water involves risks, dangers and hazards. Currents, tides and waves occur frequently in open water and may be caused by natural forces or by other watercraft, such as boats and ships. I acknowledge and accept that the Releasees may fail to predict whether the open or closed water is safe for the Activity or whether an unexpected current, wave or weather condition may occur. The risks and dangers of the Activity include, but are not limited to: choice of stand-up addle boarding course, changing weather , surf, tidal or ocean current conditions; impact or collision with stand-up paddle board(s) or other watercraft, other persons, ocean or lake bottom; slippery terrain; prolonged exposure to cold water, solar radiation, dehydrations, hypothermia; drowning; exposure to poisonous and/or carnivorous sea life; the failure to perform any physical activity associated with the Activity safely or within one's own ability or within designated areas; negligence of other persons or becoming lost or separated from one's party or guide; and NEGLIGENCE ON THE PART OF THE RELEASEEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY. The site(s) used for the Activity may be uncontrolled, unmarked, uninspected an may involve many risks, dangers and hazards in addition to that of the Activity including but not limited to hidden and/or submerged obstacles such as rocks, coral reefs, tree stumps, forest deadfall or other man-made objects. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITY AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBLITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENTIn consideration of THE RELEASEES allowing me to participated in the activity, I hereby agree as follows:1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense

or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in the Activity, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996 , C. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY REFERRED TO ABOVE; 2. TO HOLD HARMLESS AND INDMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activity;3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the United States an no other jurisdiction; and 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the United States and shall be within the exclusive jurisdiction of the Courts of the United States. 6. In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activity, other than what is set forth in this Release Agreement.

The equipment must be returned in the same conditions as we rented them. In case of damage or loss, you are the only responsible person for it and you will have an extra charge (\$75 per paddle, \$40 per fin and \$1099 per paddleboard). In case you rent a waterproof bag, you are the only responsible person in case of damage or loss of your belongings.

The equipment must be returned on time. In other case, you will be charged \$30 per every hour late.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Name (required) :

Phone Number :

E-mail (required) :

Your signature (required) :



Please enter date (required) :

/ /

Who should we call in case of an emergency? (required) :

Emergency contact (required) :

- Text to agree on
- I want to receive promotional emails.



**Paddleboard / SUP
Lessons - Rentals - Sales
Reservations**

786-428-4402 | 305-359-5399

miamibeachpaddleboard@gmail.com

Reservations through our website:

www.miamibeachpaddleboard.com

1416 18th St, Miami Beach, FL 33139







Exhibit B

***Barry Kutun Boat Ramp Concession Agreement
Fee Schedule***

**MAURICE GIBB MEMORIAL PARK
BARRY KUTUN BOAT RAMP
CONCESSION AGREEMENT FEE SCHEDULE**

All concessionaires are subject to annual operator fees, as described below. The annual fee shall be adjusted every year, based on the Consumer Price Index (CPI). All operator fees shall be due to the City prior to October 1st of each year thereafter.

NON-MOTORIZED VESSEL OPERATORS	
Annual Operator Fee	\$120.00
Launch Fee	\$5.00 per day

MOTORIZED VESSEL OPERATORS	
Jet Ski Tours	
Annual Operator Fee	\$1,200.00
Launch Fee	\$20.00 per day
Amphibious Tours	
Annual Operator Fee	\$1,200.00
Launch Fee	\$10.00 per day