



Marion County Board of County Commissioners

Parks & Recreation

111 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8560
Fax: 352-671-8550

GUIDELINES FOR MOBILE FOOD VENDOR PARKS OPERATION APPLICATION AND AGREEMENT

Marion County (the "County") allows vendors with mobile food dispensing vehicles ("MFDV's"), as defined under Section 509.102, Florida Statutes, to operate within County managed parks with prior written approval of the Mobile Food Vendor Operation Application. Each mobile food vendor ("Vendor") is required to obtain written County approval of the Vendor's Mobile Food Vendor Operation Application prior to operating in any County managed parks and to follow the Mobile Food Vendor Parks Operation Agreement, attached hereto, at all times. The following is a list of required documents and guidelines to assist with the application process:

1. Application Process

- A. Submit Mobile Food Vendor Parks Operation Application with all required documents to the County's Parks & Recreation Department (the "Department").
- B. Upon review and approval by Department staff, the Vendor will be notified and provided with instructions to complete the Level II background check through the County's approved background screening company. Results will be sent to the County's Human Resources Department for review. This step must be completed for all applicable Vendor employees. Background checks are completed at the Vendor's expense.
- C. The County's Human Resources Department will notify the Department of the outcome of all background checks. Any unfavorable results may result in a denial of the application.
- D. Upon County being advised of acceptable outcome of Vendor's background check and successful completion of the Mobile Food Vendor Parks Operation Application, the Department will issue its approval of Mobile Food Vendor to operate. Approval is required to be renewed each year with a new application and a copy of any necessary certificates/licenses.

2. Required Documents

- A. Completed Mobile Food Vendor Parks Operation Application.
- B. Signed copy of the Mobile Food Vendor Parks Operation Agreement.
- C. Copy of general liability insurance, for an amount of no less than one million dollars (\$1,000,000) per occurrence, with Marion County listed as the certificate holder as follows:

Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471
- D. Applicable State of Florida Department of Business and Professional Regulation License(s) and approved Plan review.
- E. Applicable certifications appropriate for services to be provided.
- F. Photograph of equipment to be utilized in the provision of Vendor services.
- G. Company mission statement, summary of professional experience and menu of items to be sold.
- H. Copy of Driver's License for every Vendor employee that will work in a County managed park.
- I. Completion of a Level II background check, to be completed for every Vendor employee that will work in a County managed park. Background checks are coordinated directly through the screening entity, at Vendor's expense.



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MOBILE FOOD VENDOR PARKS OPERATION APPLICATION

Business Name: _____ EIN: _____

Owner Name: _____ Number of Workers: _____

Principal Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone Number: _____

Requested Park Locations:

Expected days and hours of operation:

Description of Vehicles and Equipment/Structures to be Used: (include year, make and model of vehicles)

Food items to be sold: (please be specific)

Additional information:

Required Documents to be submitted with this application:

Signed copy of Mobile Food Vendor Parks Operation Agreement.

Copy of general liability insurance (see attached guidelines for specific insurance requirements).

Applicable state of Florida Department of Business and Professional Regulation License(s) and approved Plan review.

Photographs of equipment to be utilized in the provision of Vendor services.

Company mission statement, summary of professional experience and menu of items to be sold.

Copy of Driver's license for every Vendor employee that will work in a County managed park.

---Signature page to follow---

Vendor Applicant Business Name: _____

By: _____
(Signature)

(Date)

Printed Name: _____

Its: _____
(Title)

Upon signing, attach this and all required documents to the signed Mobile Food Vendor Parks Operation Agreement and submit to the Marion County Parks and Recreation Department.



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MOBILE FOOD VENDOR PARKS OPERATION AGREEMENT

1. As used herein, "Vendor" or "Mobile Food Vendor" is defined as a vendor operating a mobile food dispensing vehicle as that term is established in Section 509.102, Florida Statutes.
2. Vendor must be registered with Department of State, Division of Corporations, verifiable by listing on <http://sunbiz.org> ("Sunbiz").
3. Each Vendor must have a valid State issued Mobile Food Vendor License prior to selling products or setting up equipment at Marion County (the "County") managed parks. Vendor must prominently display License at all times when operating within a County park.
4. Vendor understands that approval to operate in Marion County managed parks is valid for one year, starting at the month of approval and ending on the last day of the same month the following year (the "Term"). The County may terminate the privilege with or without cause at any time and without notice.
5. Only approved concession items/services may be sold.
6. Vendor must maintain general liability insurance with Marion County Board of County Commissioners as the certificate holder for the entire duration of the Term. The amount of insurance shall not be less than one million dollars (\$1,000,000) per occurrence. Vendor shall be listed on the Certificate of Insurance the same as Vendor is listed on Sunbiz. The Certificate of Insurance must be issued by a company authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-.
7. Vendor may utilize any mobile food dispensing vehicle as defined under Section 509.102, Florida Statutes. Equipment/vehicles must be removed from the park when not in operation and may not be left in the park overnight without prior approval. The County is not responsible for items or equipment left in the park.
8. Vendor must setup in approved areas only and shall not occupy or block parking lots, public parking spaces, sidewalks/walkways or park on the roadway shoulder.
9. Vendor may operate only during park hours.
10. Vendor will be responsible for all damage and litter generated by Vendor operations and for ensuring that proper trash receptacles are utilized. Vendor will be responsible for damage to turf and hardened surfaced caused by their equipment.
11. Vendor must provide its own equipment as needed to properly provide the items indicated on its application. Power (if needed) must be self-contained or provided with a quiet (as determined by the County) running generator. The generator will not be situated to cause a trip hazard or disturb other guests due to noise and/or fumes. Connection to park power is not permitted without prior approval of the Parks & Recreation department (the "Department"), where available, for a fee of \$50 for four (4) hours and \$100 for eight (8) hours.
12. Any advertising (signage, displays, flyers, brochures, etc.) requires the pre-approval of the Department.
13. Vendor shall not "push" sales to park patrons and shall not amplify sound.

14. The sale of alcohol or tobacco products is prohibited. The use of tobacco products by Vendor while operating the concession in a County managed park is prohibited; the possession and or consumption of alcohol is prohibited.
15. Vendor shall maintain at all times all State, County and/or City required licenses and permits required for the performance of services to be provided. Vendor shall at all times comply with all appropriate laws, regulations and ordinances applicable to the permitted services.
16. In the performance of the permitted services, Vendor will be acting in the capacity of an “independent contractor” and not as an agent, employee, partner, joint venture or associate of the County. Vendor shall be solely responsible for the means, methods, techniques, sequences and procedures utilized by Vendor in the full performance of the services permitted.
17. The Department reserves the right to modify the terms and conditions of the Mobile Food Vendor Parks Operation Application and Agreement at any time at the County’s sole discretion.
18. Anyone who operates as a Mobile Food Vendor at County managed parks without proper Department approval; without a valid State issued License; or who otherwise fails to abide by all County rules and regulations, may be denied future commercial use of County managed parks.
19. Only workers who have met the County’s background requirements as demonstrated through the County’s screening process are approved to work for Vendor at County managed parks. Vendors are allowed a thirty (30) day grace period after the hire of a new employee to complete the necessary background requirements.
20. Vendors who have a break in service or who do not perform business operations for ninety (90) days or more must complete a Level II background check (for all employees) again before being allowed to operate at a County managed park.

21. Public Records

- A. If Vendor is providing services and is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, Vendor shall:
 1. Keep and maintain public records required by the County to perform the service;
 2. Upon request from the County’s custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Term if Vendor does not transfer the records to the County; and,
 4. Upon completion of the Term, transfer, at no cost, to the County, all public records in possession of Vendor or keep and maintain public records required by the County to perform the service. If Vendor transfers all public records to the County upon completion of the Term, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Term, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County’s custodian of public records in a format that is compatible with the information technology systems of the County.

B. IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE MOBILE FOOD VENDOR PARKS OPERATION, CONTACT THE COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

**Office of Public Relations
601 SE 25th Ave.**

Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309

Email: publicrelations@marioncountyfl.org

- C. If Vendor fails to provide the public records to the County within a reasonable time or otherwise fails to comply with the public records mandate, Vendor may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of County approval for Mobile Food Vendor operations.
22. The County reserves the right to deny any application for a Mobile Food Vendor operation in a County managed park without cause or justification and to manage same for the benefit of the public at the County's sole discretion. If the application is approved, the County will issue its written approval, stating in detail, the terms under which said approval is issued, some of which are listed above. The County may cancel its approval at any time.
23. **ASSUMPTION OF RISK, WAIVER AND RELEASE, INDEMNIFICATION AND HOLD HARMLESS**
- A. The undersigned, on behalf of myself of majority age, and any next-of-kin, personal representatives, heirs, successors, and assigns as well as any organization or company I represent (collectively "Vendor"), seeks to enter Marion County Parks property ("Entry") and participate as a vendor with a mobile food dispensing vehicle as defined under Section 509.102, Florida Statutes, and related activities (collectively the "Activity"), and acknowledges that said Activity by itself may present certain dangers.
 - B. Vendor acknowledges that participating in the Activity when performed during a national pandemic of Coronavirus ("COVID-19") any risk to Vendor is increased.
 - C. Vendor acknowledges that COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact, including contact with carriers of the virus displaying no symptoms.
 - D. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**
 - E. Vendor acknowledges that in its Entry or Activity at Marion County parks, Vendor is exposed to the enhanced risks as contemplated in this Agreement.
 - F. County in no way warrants that COVID-19 infection, severe illness, personal injury, permanent disability, or death will not occur to Vendor as a result of Vendor's Entry or Activity at Marion County parks.
 - G. Vendor acknowledges that County is a governmental entity and does not waive any sovereign protections provided in section 768.28, Florida Statutes.
 - H. In consideration of its being granted Entry and participating in the Activity, Vendor agrees that prior to and upon Entry and participating in Activity, Vendor will carefully inspect, consider, and assess the conditions and premises. Vendor's use thereafter constitutes an acknowledgement that the conditions and premises were found acceptable, safe and reasonably suited for the Activity. If for any reason Vendor is unable or unwilling to carefully inspect, consider, and assess the conditions and premises, Vendor shall not sign below, or proceed with Entry or the Activity.
 - I. In further consideration of Entry and participating in the Activity, Vendor hereby absolves, releases, and waives any and all existing or future liability, claims, damages, actions, causes of actions, demands, or suits, of whatever kind or nature including COVID-19 contamination, illness, disease, personal injury, including death or damage to property, that it may have against Marion County, its officials, governmental authorities, employees, agents and volunteers, and Marion County providers of use permits (the "Released Parties") and voluntarily assumes all risk and responsibility for any risk of loss, property damage, or personal injury, including death, that may be sustained by Vendor as a result of Entry and participating in the Activity. Further, Vendor shall indemnify and hold harmless the Released

Parties from any and all suits, claims, or actions of every name and description brought against the Released Parties based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with the Entry or Activity or any negligent act or omission of Vendor while engaged in the Entry or Activity.

- J. It is further understood and agreed that this is a complete Waiver of Liability, that it applies to every instance of Vendor's Entry and undertaking the Activity, there are no other written or oral understandings or agreements, directly or indirectly connected herewith and that this Waiver of Liability contains the entire agreement between the undersigned and Marion County, Florida.
- K. This release survives the expiration or termination of this Agreement.

24. EMPLOYEE ELIGIBILITY VERIFICATION.

- A. County hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
- B. Section 448.095, F.S., requires Vendor to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits Vendor from entering into this Agreement unless it is in compliance therewith. Information provided by Vendor is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.
- C. By signing this Agreement, Vendor has agreed to perform in accordance with the requirements of this Section and agrees:
 - 1. It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
 - 2. County shall immediately terminate this Agreement if County has a good faith belief that Vendor has knowingly violated Section 448.09(1), F.S., that is, that Vendor knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
 - 3. If Vendor enters into a contract with a subcontractor, Vendor shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - 4. Vendor shall maintain a copy of such affidavit for the duration of this Agreement and provide it to County upon request.
 - 5. Vendor shall immediately terminate the subcontractor if Vendor has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
 - 6. If County has a good faith belief that Vendor's subcontractor has knowingly violated Section 448.09(1), F.S., but that Vendor has otherwise complied, County shall promptly order Vendor to terminate the subcontractor. Vendor agrees that upon such an order, Vendor shall immediately terminate the subcontractor. Vendor agrees that if it should fail to comply with such an order, County shall immediately terminate Vendor.
 - 7. If County terminates this Agreement with Vendor, Vendor may not be awarded a public contract for a least one (1) year after the date of termination.
 - 8. Vendor is liable for any additional costs incurred by County as a result of a termination under this Section.
 - 9. Any such termination under this Section is not a breach of this Agreement and may not be considered as such.
 - 10. Vendor shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to County or other authorized governmental entity.

VENDOR CERTIFIES THAT THE INFORMATION PROVIDED IN THIS MOBILE FOOD VENDOR PARKS OPERATION APPLICATION AND AGREEMENT, ATTACHED HERETO, ARE TRUE AND CORRECT, AND ACKNOWLEDGES RECEIPT OF THE GUIDELINES FOR MOBILE FOOD VENDOR PARKS OPERATION APPLICATION AND AGREEMENT. VENDOR UNDERSTANDS THAT FAILURE TO FOLLOW THIS MOBILE

FOOD VENDOR PARKS OPERATIONS APPLICATION AND AGREEMENT AS SET FORTH HEREIN MAY RESULT, AT COUNTY'S DISCRETION, IN VENDOR'S INELIGIBILITY FOR THIS AND ANY FUTURE MOBILE FOOD VENDOR OPERATIONS.

Vendor hereby affirms that after reading and voluntarily signing below, I intended to be legally bound hereby.

Vendor Business Name: _____

By: _____
(Signature)

Printed Name: _____
(an officer listed on <http://sunbiz.org>)

Its: _____
(Title)

Date: _____