

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

- LS** CM-2 [24-0198](#) Motion Approving a Third Amendment to the Comprehensive Agreement with Las Olas Parking Solutions, LLC for the Development, Operation, and Maintenance of a Multi-Use Structure with Public Parking, a Fire-Rescue/EMS Substation, and Retail, at the Southeast Corner of SE 2nd Court and SE 8th Avenue - (Commission District 4)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

- PSJ** CM-3 [24-0205](#) Motion Approving a License and an Agreement for the Sale, Service, and Consumption of Food and Alcoholic Beverages on the Public Beach for the FTLFS Hotel Property LP d/b/a Four Seasons Hotel and Residences Fort Lauderdale - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

- DMS** CM-4 [24-0258](#) Approval of Mural Donation by The Veterans Trust at Fire Station #49 - (Commission District 4)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

- RBD** CM-5 [24-0261](#) Motion Authorizing Execution of a Dock Use Agreement with Water Taxi of Fort Lauderdale, LLC from March 1, 2024, to February 28, 2025, and Authorize the City Manager to Execute on Behalf of the City - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

- LS** CM-6 [24-0277](#) Motion Approving a Consent, Recognition, Non-Disturbance, and Attornment Agreement with Cameron Mitchell Restaurants, LLC. and Las Olas SMI, LLC - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-0261

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: March 5, 2024

TITLE: Motion Authorizing Execution of a Dock Use Agreement with Water Taxi of Fort Lauderdale, LLC from March 1, 2024 to February 28, 2025 and Authorize the City Manager to Execute on Behalf of the City - **(Commission District 2)**

Recommendation

Staff recommends that the City Commission approve a motion for a Dock Use Agreement with Water Taxi of Fort Lauderdale, LLC for the premises known as Dock Areas "A" and "B" and a street address of 1001 Seabreeze Boulevard, Fort Lauderdale from March 1, 2024 to February 28, 2025 and authorize the City Manager to execute on behalf of the City.

Background

Water Taxi of Fort Lauderdale, LLC is located at 1366 SE 17th Street, Fort Lauderdale, FL and has provided water transportation within the City for many years. The lease provides for a guarantee of dockage rental of 4 slips and associated parking at Dock Areas "A" and "B" located at 1001 Seabreeze Boulevard, Fort Lauderdale.

The rental rate for the dock space will be \$120,000 per year plus applicable taxes and utilities payable in twelve equal monthly installments of \$10,000 per month plus utilities and applicable taxes.

The lease may be canceled with 30-day written notice for convenience and on five (5) days written notice for cause. The Agreement is attached as Exhibit 1.

Resource Impact

Revenue related to this agreement is included in the FY 2024 operating budget in the account listed below.

<i>Funds available as of February 15, 2024</i>					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT

10-001-6061-575-347- 200-PKR184	New River Docks	Service Charge – Parks and Recreation / Commercial Yacht Fees	\$320,000	\$26,359	\$70,000
			TOTAL AMOUNT ►		\$70,000

Strategic Connection

This item is a 2024 Top Commission Priority advancing the Parks and Public Places initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Public Places Focus Area
- Goal 5: Build a beautiful and welcoming community.

This item advances the *Fast Forward Fort Lauderdale Vision Plan 2035: We are Here.*

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Space Element
- Goal 1: Be a community where persons of all ages are able to partake in a fun and healthy lifestyle.

Attachment

Exhibit 1 – Dock Use Agreement

Prepared by: Jonathan Luscomb, Marine Facilities Supervisor, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation

This instrument prepared by:
Robert B. Dunkel,
Assistant City Attorney
City of Fort Lauderdale
One East Broward, Suite 1605
Fort Lauderdale, FL 33305

DOCKAGE USE AGREEMENT

THIS IS A DOCKAGE USE AGREEMENT, entered into this 5th day of March 2024 on by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter referred to as "CITY",

and

Water Taxi of Fort Lauderdale, LLC, a Florida limited liability company, whose address is 1366 SE 17th, Fort Lauderdale, FL 33316, FEI Number 46-4659668, hereinafter referred to as "LESSEE",

CITY owns and operates municipal dockage facilities along the Intracoastal Waterway.

In consideration of the mutual promises, covenants and conditions contained in this Lease and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Dockage Use Agreement.

2. Premises. City agrees to provide dockage to LESSEE for the purposes set forth hereinafter of that certain Premises known as Dock Areas "A" and "B", located at the Southernmost end of the Bahia Mar Yacht Basin, along Seabreeze Boulevard, more particularly depicted and described in **Exhibit "A"** attached hereto and made a part of this Dockage Use Agreement. The Premises are located at street address 1001 Seabreeze Boulevard.

3. Purpose and Use. The Premises shall be used for dockage of a maximum of four (4) vessels not to exceed 50ft in length, for purposes consistent with the CITY'S tourist related marine use, and the Central Beach SBHMAS zoning district. Such uses may include but are not limited to yacht charter, sightseeing cruises, water taxi operations.

4. Term. CITY agrees to lease the Premises to LESSEE for 12 months, but not extending beyond 12 months beginning March 1, 2024. Either party may terminate this Dockage Use Agreement without cause by giving thirty (30) days advance written notice to the other party as provided herein. In the event of a default in any material provision of this Agreement and such default remains uncured after the time allowed for cure, the non-defaulting party may terminate this Lease upon five (5) days advance

written notice to the defaulting party. All subleases shall contain a clause providing CITY the right to terminate the sublease for convenience with thirty- (30) days written notice.

5. Rental Payment. Rent for the Premises, for 2024/2025 shall be paid in equal monthly payments of \$10,000.00 plus utilities and applicable taxes. Any payment for rent, applicable taxes and other billed charges received by CITY after the fifth day of the month to which applicable shall be subject to a late payment fee of fifteen percent (15%) of the amount overdue.

6. Acceptance of Premises. LESSEE acknowledges that it has made a thorough and complete inspection of the Premises and is fully advised of its condition, nature of construction and state of repair. LESSEE fully accepts the Premises in its present condition.

7. Ability to Transact Business. LESSEE hereby represents and warrants that it is licensed and registered to transact business within the State of Florida, that it has adequate financial resources, and has the business skill and ability to perform all obligations herein imposed diligently, skillfully and successfully.

8. Repair and Replacement of Facilities. LESSEE shall have the use of the existing wood fenders, wood piling system, cleats, electrical pedestals, and fire hose boxes located on the Premises. The maintenance and replacement, if necessary, of these items, due to LESSEE'S negligent acts or omissions, shall be the sole responsibility and at the sole cost and expense of LESSEE. LESSEE must have the written approval of CITY before undertaking any replacement of these items.

9. Operation of Vessels.

(a) LESSEE shall require Sublessees to operate vessels at the Premises in such a manner as not to undermine the existing bulkhead. LESSEE shall be solely responsible for the cost of all repairs to the bulkhead in the event such undermining occurs.

(b) LESSEE shall require Sublessees to operate its vessels in such a manner that does not obstruct vessel, vehicle or pedestrian traffic, cause a safety hazard in or to the use of the adjacent street or waterway, or block access to any designated Water Taxi stops. If a violation of this provision occurs and is not corrected by LESSEE after forty-eight (48) hours from receipt of written notice from CITY, LESSEE may be considered in default of this Dockage Use Agreement. In addition, loading of provisions from vehicles is permitted in designated loading zones only; loading on or adjacent to A-1-A or Seabreeze Boulevard is prohibited without prior written authorization of the Supervisor of Marine Facilities.

10. Fueling of Vessels and Petroleum Products. The fueling of vessels is not permitted on or within the Premises. Storing recycled engine oil and petroleum-based products on CITY property is also prohibited. LESSEE may be required to enter into an agreement with a licensed contractor to remove oil and petroleum-based products with the approval of the Marine Facilities Supervisor.

11. Parking. Vehicular parking of agents, employees, contractors, invitees and guests of LESSE must be in compliance with the requirements of the City's Unified

Land and Development Regulations and the Central Beach SBHMA Zoning District and may not be sublet at any time.

12. Indemnification Against Claims. LESSEE shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LESSEE under this Dockage Use Agreement, conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the Premises described herein, or the breach or default by LESSEE of any covenant or provision of this Dockage Use Agreement except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY, its officers, agents and employees. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair, restoration or use of the Premises described herein, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. LESSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LESSEE shall assume and defend not only itself but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of this Dockage Use Agreement for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

13. No Liens Created. LESSEE covenants and agrees that LESSEE has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the Premises. Should any such lien be filed against CITY, LESSEE shall discharge the same within thirty (30) days thereafter by paying the same, by filing a bond, or otherwise as permitted by law. LESSEE shall not be deemed to be the agent of CITY under any term, paragraph, condition or covenant of this Dockage Use Agreement.

14. Utility and Operating Costs.

(a) Water service to the Premises shall be supplied and billed to LESSEE by the CITY.

(b) Electric and all other utility expenses shall be supplied and billed to the LESSEE by the CITY.

(c) LESSEE shall provide trash receptacles and trash pick-up service for the Premises. Storage of trash (e.g. cartons, boxes, etc.) outside the trash receptacles is prohibited and LESSEE shall dispose of such excess trash in the dumpster provided by the LESSEE on a daily basis at its cost.

(d) All reimbursable are subject to Florida state sales taxes. Sales tax exemptions from prepaid tax on tangible rentals or the associated forms of income are not permitted under the lease.

15. Taxes. During the term of this Dockage Use Agreement, LESSEE agrees to pay when due all taxes and special assessments levied and assessed against the Premises or against any improvements located on them. The obligation of LESSEE shall include the payment of all ad valorem property taxes, sales and use taxes, special assessments, the applicable rental tax specified under the Florida Statutes, Section 212.03(6), and any and all other taxes or assessments of every kind and nature whatsoever resulting from this Dockage Use Agreement or LESSEE'S activities under it. Sales tax exemptions from prepaid tax on tangible rentals or other associated forms of income are not permitted under the lease.

16. Use of Loudspeakers and Spotlights. LESSEE shall not use spotlights on the Premises except in the case of an emergency. LESSEE agrees that it shall conduct its operations at the Premises in a manner that will ensure minimal emanations of noise and odor towards surrounding areas and in compliance with CITY'S Code of Ordinances.

17. Maintenance and Surrender of Premises. LESSEE agrees at its expense to keep and maintain the Premises in the same state of repair and condition as existed on the date of commencement of this Dockage Use Agreement, reasonable wear and tear excepted. CITY shall repair damage to pilings and seawall not the result of LESSEE'S negligence. LESSEE at its sole expense, agrees to deliver to CITY, upon the termination of this Dockage Use Agreement, the entire Premises, including any improvements and fixtures located on them, in the same state of repair and condition as existed on the date of commencement of this Dockage Use Agreement, reasonable wear and tear excepted.

18. Security. CITY is not responsible for providing security to the Premises. Twenty-four (24) hours a day manned or mechanical security for vessels docked on the Premises may be provided by LESSEE, at its sole cost and expense.

19. Use of Equipment/Repair of Vessels.

(a) The use of heavy machinery or equipment, including but not limited to, forklifts, tractors, generators, or other similar items is not permitted on the Premises.

(b) The use by LESSEE and its employees of small, motorized carts and small hand carts for transportation purposes is permitted on the Premises.

(c) LESSEE agrees to comply with Section 8-149(b) of the CITY'S Code of Ordinances regarding the repair and maintenance of vessels.

20. Possession. Delivery of possession of the Premises to LESSEE shall be made at the time of the commencement of the term of this lease.

21. Gambling, Adult Entertainment, Obnoxious Uses. LESSEE hereby acknowledges that the City of Fort Lauderdale has a policy barring any use of its municipal docks or Premises herein to base a vessel that engages in or promotes any gambling or gambling related activities or is used as an adult entertainment establishment or for adult uses as defined in the Code of Ordinances of the City of Fort Lauderdale (hereinafter "adult entertainment"), or related activities or other types of activities that are not in harmony with the Bahia Mar Yachting Center and the Central Beach SBHMA zoning district as a destination for tourists and residents of all ages.

LESSEE agrees not to utilize the Premises for the dockage of vessels that conduct or are engaged, directly or indirectly, in the promotion of gambling or gambling related activities, or adult entertainment or related activities. LESSEE agrees it will not distribute promotional or advertising materials linking the vessels docked at the Premises or the municipal docks with any gambling, adult entertainment or related activities, or gambling related activities located in the City of Fort Lauderdale or any other destination.

22. Insurance.

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, LESSEE, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of LESSEE. LESSEE shall provide the CITY a certificate of insurance evidencing such coverage. LESSEE's insurance coverage shall be primary insurance for all applicable policies, in respect to the CITY's interests. The limits of coverage under each policy maintained by LESSEE shall not be interpreted as limiting LESSEE's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be relied upon by LESSEE for assessing the extent or determining appropriate types and limits of coverage to protect LESSEE against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LESSEE under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing

equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the LESSEE. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

Watercraft Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statute.

LESSEE waives, and LESSEE shall ensure that LESSEE's insurance carrier waives, all subrogation rights against the CITY, its officials, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

LESSEE must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. LESSEE shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. LESSEE shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of LESSEE to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of LESSEE following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, LESSEE shall provide the CITY with an updated

Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The CITY shall be granted a Waiver of Subrogation on LESSEE's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

LESSEE has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at LESSEE's expense.

If LESSEE's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, LESSEE may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

LESSEE's insurance coverage shall be primary insurance as respects to the CITY, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by LESSEE that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, LESSEE must provide to the CITY confirmation of coverage renewal via an updated certificate should

any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of LESSEE's insurance policies.

Th LESSEE shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to LESSEE's insurance company or companies and the CITY's Risk Management office, as soon as practical.

It is LESSEE's responsibility to ensure that any and all of LESSEE's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of LESSEE. The CITY reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

23. Assignment and Subleasing. This Dockage Use Agreement shall not be assignable or otherwise transferable. LESSEE may sublease the Premises to third party vessel owners in connection with LESSEE'S business operations consistent with the terms hereof, only upon the prior written approval of the Marine Facilities Supervisor.

24. Laws and Ordinances. In its use and occupation of the Premises, LESSEE agrees to comply with all applicable laws, statutes, ordinances, rules or regulations promulgated by the federal, state, county, regional or local governments or any of its agencies, departments or subdivisions.

25. Improvements by LESSEE. LESSEE shall not make any improvements to the Premises without the prior written approval of CITY. In the event CITY provides prior written approval as above aforesaid, construction of any improvements may only be undertaken when permits have been obtained from all regulatory agencies having jurisdiction over the proposed improvements and all construction must be strictly performed in accordance with all permits issued, and all applicable governmental regulations.

26. Ownership at Termination. All fixtures, alterations, improvements, structures, additions and modifications of every kind now existing or later erected, installed or placed within the Premises shall, at the end of the term or earlier termination of this Dockage Use Agreement, for any reason, be and become the property of CITY and shall be left in good condition and repair, ordinary wear and tear excepted, unless CITY at its option requires LESSEE to remove all or a portion of same. LESSEE agrees at its sole expense to promptly remove same and to promptly repair and restore all portions of the entire Premises to good condition upon such removal. A fixture is defined as an article which was a chattel, but which, by being physically annexed or affixed to the Premises by LESSEE is incapable of being removed without structural or functional damage to the Premises and has become a part and parcel of them. Non-fixture personalty owned by LESSEE at the expiration of the term or earlier termination of this Dockage Use Agreement, for any reason, shall continue to be owned by LESSEE, and at the time of such expiration or earlier termination, LESSEE at its option, may remove all such personalty, provided LESSEE is not then in default of any covenant or condition of this Dockage Use Agreement; otherwise, all property shall remain on the Premises until the damages suffered by CITY from any such default have been ascertained and compensated. Any damage to the Premises caused by the

removal by LESSEE of any such personalty shall be repaired by LESSEE immediately at its expense.

27. Default. It is agreed that upon any default by LESSEE in keeping any term or condition of this Agreement to be kept and performed by LESSEE, CITY may after five (5) days written notice to LESSEE, re-enter and take possession of the Premises. That power granted in this paragraph to CITY is in addition to any other rights or remedies which CITY may have under the existing laws of the State of Florida with regard to the removal of tenants or other legal recourse. All rights and remedies available to CITY may be exercised concurrently or separately.

28. Lien Provision. In the event of LESSEE'S breach of any of the provisions of this Dockage Use Agreement, CITY shall thereupon have a lien upon all revenues, income, rents, earnings and profits from the Premises as additional security for LESSEE'S faithful performance of each of the terms and provisions hereof and to secure payment of all sums owing to CITY hereunder. All such revenues, income, rents, earnings and profits derived or accruing from the Premises from the date of such breach shall constitute the property of CITY and shall not constitute an asset of LESSEE or any trustee or receiver appointed for LESSEE'S property. The provisions hereof shall be effective without CITY'S re-entry upon the Premises or repossession thereof.

29. Contractors and Subcontractors. Contractors or Subcontractors shall be allowed on the Premises under the direct supervision of LESSEE or its employees only. Any Contractors or Subcontractors found on the Premises by CITY in violation of this Section may be removed by CITY.

30. Signs and Banners. Any signs or banners on vessels docked on the Premises must comply with CITY'S Code of Ordinances.

31. Rafting of Vessels. The rafting of vessel(s) to vessel(s) docked on the Premises is prohibited. "Rafting" as used in this Section means the practice of securing or tying-up a vessel to a vessel that is docked at a docking facility.

32. Discharge of Wastewater. LESSEE shall discharge wastewater from all vessels only into a pump-out facility provided by CITY or into another land-based or water-based facility approved by the CITY. Any violation of this provision of the Lease will result in the immediate expulsion of the vessel from the Premises.

33. Severability. If any section, subsection, sentence, clause, provision, or portion of this Dockage Use Agreement shall be held invalid for any reason, the remainder of this Dockage Use Agreement shall not be affected thereby.

34. Non-discrimination. LESSEE, in exercising any of the rights or privileges herein granted to him, shall not, on the grounds of race, color, sex, disability, sexual orientation or national origin, discriminate or permit discrimination against any persons or group of persons in any manner.

35. Other remedies. In addition to the options herein above granted, CITY may exercise any or all options available to it under the laws of Florida, all of which options may be exercised concurrently or separately.

36. Non-waiver. The failure of CITY to insist upon the strict performance of any of the covenants, conditions and agreements of this Dockage Use Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements. LESSEE covenants that no surrender or abandonment of the Premises or of the remainder of the term herein granted shall be valid unless accepted by CITY in writing. CITY shall be under no duty to relet the Premises in the event of an abandonment or surrender or attempted abandonment or surrender by LESSEE. Upon LESSEE'S abandonment or surrender or attempted abandonment or surrender, CITY shall have the right to retake possession of Premises or any part thereof, and such retaking of possession shall not constitute an acceptance of LESSEE'S abandonment or surrender thereof.

37. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice sent by registered U.S. mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving notice:

CITY: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With copy to: City Attorney
City of Fort Lauderdale
1 East Broward Blvd. Suite 1605
Fort Lauderdale, FL 33301

LESSEE: William Walker, Manager
Water Taxi of Fort Lauderdale, LLC
1366 SE 17th Street
Fort Lauderdale, FL 33316

38. Amendment. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

39. Governing Law. This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, Florida.

40. Extent of Agreement. This Dockage Use Agreement represents the entire and integrated agreement between CITY and LESSEE and supersedes all prior negotiations, representations or agreements, either written or oral.

41. Special Events.

(a) The CITY as the LESSOR, through the Marine Facilities Supervisor, may require the LESSEE to relocate the LESSEE'S vessel(s) to an alternate slip location for special events with ninety (90) days advance notification specifying the approximate dates for relocating the vessel(s), including but not limited to such events as the Fort Lauderdale International Boat Show and Winterfest Boat Parade. The sole cost of relocating the LESSEE'S vessel(s) including the cost of hiring a Captain or loss of

business or any other costs attributed to relocating the LESSEE'S vessel(s) is not the responsibility of the City in any way.

(b) Repair to Premises. Upon forty-eight (48) days written notice to LESSEE, CITY, at its sole discretion, may require LESSEE to temporarily dock its vessels at an alternate location other than the Premises due to repair work to the Premises or construction work which may occur at an area near the Premises during the term of this Agreement. CITY agrees to minimize the disturbance, if any, to LESSEE'S business operations by such substitution and further agrees to offer LESSEE an alternate docking location within a reasonable distance from LESSEE'S business operation. If an alternate docking location cannot be found, CITY agrees to renegotiate the terms of this Dockage Use Agreement with LESSEE for the remainder of the Lease term; provided, however, that if no agreement can be reached by the parties, either party may terminate this Dockage Use Agreement as provided in Section 3 above. The sole cost of relocating the Lessee's vessels including the cost of hiring a Captain(s) or loss of business or any other costs attributed to relocating the Lessee's vessel is not the responsibility of the CITY in any way.

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

CITY

CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

WITNESSES:

[Signature]
Signature

Lynette McInish
[Witness type or print name]

[Signature]
Signature

Anber Cabrera
[Witness type or print name]

[Signature]
By: Dean J. Trantalis, Mayor

[Signature]
By: Greg Chavarria, City Manager

ATTEST:

[Signature]
David R. Soloman, City Clerk

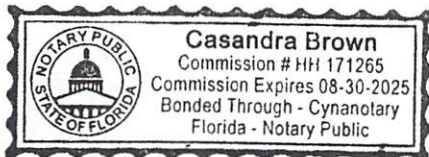


Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

By: [Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this 19th day of March, 2024, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary, Typed
Printed or Stamped
My Commission Expires:

Commission Number _____

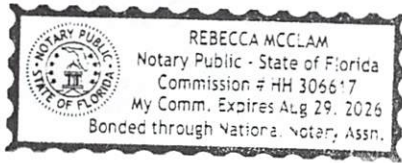
Dockage Use Agreement
Water Taxi of Fort Lauderdale, LLC
2024/2025 Agreement

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of physical presence or online, this 14th day of March, 2024, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. He is personally known to me or has produced _____ as identification.

R. McClam

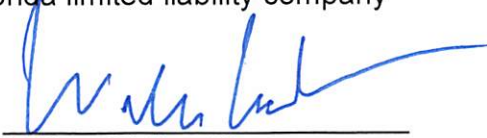
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)





Name of Notary, Typed _____
Printed or Stamped _____
My Commission Expires: 8/29/2026
Commission Number #HH 306617

LESSEE

Water Taxi of Fort Lauderdale, LLC, A
Florida limited liability company

By 
William Walker, Manager


Signature
Myriam Ganoza
[Witness print/type name]


Signature
Ebeli Vasquez
[Witness print/type name]


(CORPORATE SEAL)

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this by means of physical presence or online, this 29 day of February, 2024, by Wiliam Walker as Manager of Water Taxi of Fort Lauderdale, LLC, a Florida limited liability company on behalf of Water Taxi of Fort Lauderdale, LLC. He is personally known to me or has produced FL Driver's License as identification.

(SEAL)  MYRIAM GANOZA
Notary Public
State of Florida
Comm# GG984030
Expires 5/4/2024


Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Myriam Ganoza
Name of Notary, Typed
Printed or Stamped
My Commission Expires:
Commission Number GG984030



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L

Today's Date: 3/11/24

DOCUMENT TITLE: Water Taxi of Fort Lauderdale, LLC & COFL Dockage Use Agreement
3/1/2024 to 2.28/2025

COMM. MTG. DATE: 3/5/2024 CAM #: 24-0261 ITEM #: CM-5 CAM attached: YES NO

Routing Origin: Parks Router Name/Ext: J. Luscomb-5343 Action Summary attached: YES
 NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: Sonias X5598 # of originals routed: 2 Date to CAO: 3/11/24

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 3/11/24 Thomas J Ansbro
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber Cabrera./CMO Date: 03/11/24

4) City Manager's Office: CMO LOG #: MAR 33 Document received from: CCO 3/12/2024

Assigned to: GREG CHAVARRIA SUSAN GRANT
ANTHONY FAJARDO GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward originals to Mayor CCO Date: CCO 3/13/24

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 2 originals to: Jonathan Luscomb/Marine Facilities/Parks and Rec/Ext. 5343

*** Please provide a scan of executed version to ssierra@fortlauderdale.gov

Attach ___ certified Reso # _____ YES NO Original Route form to Sonias X5598