

SCOPE OF SERVICES

The agreement for Use of the City Dock located at Veterans Park will allow Delray Yacht Cruises to operate, maintain and manage a year-round excursion, boat cruise and/or floating excursion restaurant to enhance the downtown, be a viable destination point to generate traffic and produce revenues. The following requirements are mandatory.

Operation Requirements

The following is a list of the basic services that must be provided.

- i. Hours of operation must be pre-approved in writing by the City.
- ii. Must give advance written notice to the Director of Parks and Recreation, or designee, when it is anticipated that the Vessel will not be in service for a period of five or more consecutive days.
- iii. Meet or exceed all current and future Federal, State, and local laws, rules, regulations, and ordinances, Federal and State constitutions, and the order and decrees of all lawful authorities having jurisdiction over the Operations (collectively Laws), including but not limited to cleaning and sanitary requirements of the Palm Beach County Health Department, fire safety, first aid, passenger safety such as life vest, and marine safety and signage.
- iv. Assumes all responsibility for ensuring compliance with all aspects of the Americans with Disabilities Act of 1990 (ADA) and any amendments.
- v. Shall employ, at its sole expense, qualified personnel as required by the U.S. Coast Guard, for the safe operation of the Vessel including a boat captain who possesses a current, valid Captains' Master issued by the U.S. Coast Guard.
- vi. Operate the Vessel in a manner that meets all Coast Guard and City Public Safety requirements and/or restrictions including, but not limited to noise ordinances.
- vii. Provide all necessary utilities for its operations including installations, connections, deposits, meters, usage, repairs and upgrades.
- viii. Provide and install, at their own expense, sewage, waste, trash collection and removal/disposal, signage in accordance with City Code, lighting, landscaping, storage, and such other equipment and facilities as may be necessary for its operations. All landscaping and improvements must be pre-approved by the City.
- ix. Must provide and install any dock modifications to accommodate boat access. These modifications must be pre-approved and permitted by the City.

- x. Must perform general maintenance and housekeeping, daily, to keep the Vessel, Dock and adjoining areas safe, orderly and clean, and free of litter, debris and trash, including routine maintenance and cleaning.
- xi. Responsible for payment of all taxes and fees associated with its operations.
- xii. Responsible for ensuring illegal activities are not permitted on the premises.
- xiii. Shall only permit the City pre-approved Vessel to be berthed and utilized at the Dock.
- xiv. will be responsible for performance and fulfillment of all other obligations incidental to and supportive of the operations.

Special Requirements of Delray Yacht Cruises

- i. No designated parking shall be provided to Delray Yacht Cruises by the City. The Veterans Park parking lot may be utilized; its employees and patrons must meet all terms and conditions required of the parking lot at Veterans Park.
- ii. Shall immediately notify all accidents at the Dock or aboard the Vessel to the City.
- iii. It is the responsibility of Delray Yacht Cruises to ensure safe embarking and/or disembarking facilities at the points provided by the City. Cooking on the dock is prohibited.
- iv. Shall not sublet, transfer or assign the excursion, boat cruise and/or floating excursion restaurant business services or any part thereof without prior approval of the City.
- v. Any element of the Dock, adjoining areas of the Dock and surrounding environment that are damaged or polluted by Delray Yacht Cruises, its employees, contractors and agents, shall be immediately cured by Delray Yacht Cruises at its own expense. The City may correct damages or pollution as it deems fit and Delray Yacht Cruises shall be responsible for reimbursement to the City for costs incurred in the event that Delray Yacht Cruises does not immediately cure same.
- vi. The City or its authorized representatives shall have access at any time during the term of the Agreement to verify adherence to the requirements of the Agreement through inspection of the Vessel, the Dock and adjacent areas.
- vii. Upon completion of the term of the Agreement, Delray Yacht Cruises shall cooperate with the City to facilitate a smooth transition as it vacates the Dock.

- viii. Any employee or staff of Delray Yacht Cruises or any equipment or material used by Delray Yacht Cruises not deemed fit for any reason by the City shall be removed immediately from the Vessel or Dock.

Additional Information

- i. Delray Yacht Cruises shall pay a minimum monthly base rental fee to the City of \$10,000.00 per month, plus tax. The monthly rental fee shall be made to the City, without billing by the City, on the first of each month.
- ii. Delray Yacht Cruises must meet the minimum number of charters per year of 250.
- iii. Must provide monthly passenger list with ticket sales within the first ten (10) days of a month, detailing the total number of passengers carried on the vessel during the previous month to the City's Parks and Recreation Director or designee.
- iv. Delray Yacht Cruises shall provide a minimum of 500 eco-tour trip passes in the form of donations, without charge, to students on an annual basis. They shall honor all passes when presented. Delray Yacht Cruises shall provide documentation to the City regarding the disbursement of the free passes on a quarterly basis. A minimum of 200 trip passes must be provided to the City of Delray Beach for use by the City's after-school program, summer and out of school camps, and the Senior Club program.

Delray Yacht Cruises Responsibility

- i. Shall be responsible for ensuring that its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in the Request for Proposal.
- ii. Shall be responsible for obtaining all necessary permits, and/or registration cards in compliance with all applicable Federal, State, and Local Statutes pertaining to the services as specified or required.
- iii. Shall be responsible for any damage to the dock and repair at their cost.

Supervision

- i. Delray Yacht Cruises shall provide a suitable number of trained, qualified Supervisors capable of providing adequate supervision to provide the services. The City shall not have any responsibility for supervising or managing the staff or medical professionals.
- ii. Each Supervisor, shall be capable of verbal and written communication in English and shall be able to communicate with service workers and City staff.

- iii. The City may request to remove any Supervisor if it is determined the individual is not performing the services in accordance with the terms and conditions of the Contract.

Employees

- i. Persons employed by Delray Yacht Cruises in the performance of services pursuant to this Agreement shall not be considered employees of the City, shall be independent thereof; and shall have no claim against the City as to pension, workers' compensation, insurance, salary, wages, or other employee rights or privileges granted by operation of law; and shall be 18 years of age or older.
- ii. Under no circumstances will any employee of Delray Yacht Cruises be permitted to allow minors (under 18 years of age) and/ or anyone who is not an employee of Delray Yacht Cruises to enter any non- public area of any City facility at any time for any reason.

Complaints

Inspections by the City of Delray Beach will take place throughout the contract period. Complaints shall be documented and forwarded to the Delray Yacht Cruises for immediate resolution. It is the responsibility of the Delray Yacht Cruises to resolve all complaints with 24 hours of notification from the City.

Protection of Property

Delray Yacht Cruises shall at all times guard against damage or loss to the property of the City of Delray Beach and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment for services in lieu of reimbursement or replacement for loss or damage to property attributed to negligence of Delray Yacht Cruises, its staff or agents.

Security and Identification

Delray Yacht Cruises shall take all measures necessary to comply with and to ensure that employees comply with the security rules and regulations of the City and all Federal, State and County rules, laws, and regulations.

Employees of Delray Yacht Cruises serving hereunder shall not use controlled substances not prescribed for them, or illegal substances on or off the City's premises, and shall not use alcohol on the City's premises or preceding their work shift which would in any way affect the performance of the services.

Delray Yacht Cruises shall attest in writing that a background check, to the extent allowed by law, of employment history and references has been conducted on each employee within four (4) weeks of initial employment. The City shall have the right to request any additional investigative background information, including, but not limited to, the employment record of any personnel assigned to perform the services. Delray Yacht Cruises shall furnish, in writing, such information to the extent allowed by law within thirty (30) calendar days after notification from the City's Parks and Recreation Director or designee.

The City reserves the right to conduct its own investigations of any employee of Delray Yacht Cruises. Delray Yacht Cruises shall remove from service on the premises of the City any employee of Delray Yacht Cruises who, in the opinion of the City, is not performing the services in a proper manner; or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the City. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by Delray Yacht Cruises.

Repairs

Delray Yacht Cruises shall be responsible for any repairs or damage to the Dock and promptly notify the City. Any item of a critical, priority, or emergency nature shall be verbally reported immediately to the City upon discovery, with written notification to follow prior to the end of the work shift.

Future Development

The City reserves the right to include additional docking facilities at Veterans Park, and, in its sole discretion, may lease any portion of such additions to other tenants it deems appropriate.

Ceasing Operations

The City may, from time to time, after providing a 30 day advance notice in writing, require Delray Yacht Cruises to cease any and all operations at the Dock, if the City determines in its sole discretion that such operations may interfere with any special event or construction activity. The period of time during which Delray Yacht Cruises shall be required to cease operations shall be established by the City. The City shall not be required to compensate Delray Yacht Cruises in any manner for the periods when the City requires Delray Yacht Cruises to cease its operations.

Bonding Requirements

It shall be the Delray Yacht Cruises's responsibility to fully comply with any and all applicable Laws related to securing a payment and performance bond before starting any improvements to the Dock.

COMPENSATION REQUIREMENT

Year One	Monthly Rental \$10,000	\$120,000/yr
Year Two	Monthly Rental \$10,000	\$120,000/yr
Year Three	Monthly Rental \$10,000	\$120,000/yr
Year Four	Monthly Rental \$10,000	\$120,000/yr
Year Five	Monthly Rental \$10,000	\$120,000/yr

*Prices do not include tax