



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 4 TO LICENSE AGREEMENT
WITH DELRAY INTRACOASTAL CRUISES, LLC
(PILGRIM BELLE CRUISES, LLC)

CITY OF DELRAY BEACH
AMENDMENT NO. 4 TO
License Agreement with Delray Intracoastal Cruises, LLC (Pilgrim Belle Cruises, LLC)

THIS AMENDMENT NO. 4 to the License Agreement dated October 13, 2003 (the "Agreement"), by and between City of Delray Beach, a municipal corporation of the State of Florida (the "City"), and Delray Intracoastal Cruises, LLC (Pilgrim Belle Cruises, LLC) (the "Licensee"), a Florida corporation, is entered into this ____ day of ____, 20__.

WITNESSETH:

WHEREAS, on October 13, 2003, the City Commission awarded a two year agreement with Licensee for use of the City dock for boat cruise services during the period of September 1st through May 31st each year; and

WHEREAS, Amendment No. 1 dated May 24, 2005, modified the Agreement to allow Licensee to lease the dock during the time period between June 1, 2005 and September 15, 2005;

WHEREAS, Amendment No. 2 dated April 25, 2006, modified the Agreement to allow Licensee to lease the dock during the time period between June 1, 2006 and September 15, 2006;

WHEREAS, Amendment No. 3 dated September 11, 2013 extended the term of the Agreement until February 1, 2017;

WHEREAS, the City desires to lease the City dock to Licensee and retroactively extend the Agreement from February 1, 2017 through May 1, 2018;

WHEREAS, Licensee agrees to continue the License Agreement through May 1, 2018; and

WHEREAS, the City determines that it is in the best interest of the City to retroactively approve Amendment No. 4 to extend the Agreement through May 1, 2018.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 4 extends the Agreement, under the same terms and conditions, through May 1, 2018
3. The Agreement is hereby amended to incorporate the following provision regarding Public Records:

Public Records

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM. Licensee shall comply with public records laws, specifically to:

- a. Keep and maintain public records required by the City to perform the service.
 - b. Upon request from the City's custodian of public records, provide the City 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 Florida Statute or as otherwise provided by law.
 - c. 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 Agreement term and following completion of the Agreement if the Licensee does not transfer the records to the City.
 - d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Licensee or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the Agreement, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the Agreement, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - e. If the Licensee does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor hereto have set their hands and corporate seals on this _____ day of _____, 20__.

ATTEST:

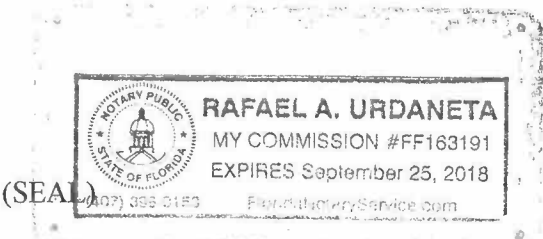
CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY: _____
Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney



LICENSEE

By: [Signature]

Joseph L. Reardon

Printed Name

Owner/Operator

Title

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 7th day of August, 2017, by Joseph L. Reardon, as _____ (name of officer or agent, title of officer or agent), of Delray Intracoastal Cruises, LLC (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced FL Driver License (type of identification) as identification



[Signature]
Notary Public – State of Florida
Rafael A. Urdaneta