

C7 AF A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING (SOLELY IN ITS PROPRIETARY CAPACITY) THE CITY MANAGER (OR HIS DESIGNEE) TO ENTER INTO REVOCABLE TEMPORARY VESSEL DOCKAGE AGREEMENTS, AS THE CITY MANAGER MAY DEEM APPROPRIATE IN HIS SOLE DISCRETION, WITH OWNERS OF VESSELS REGULARLY DOCKED IN THE CITY OF MIAMI BEACH TO ALLOW TEMPORARY DOCKAGE AT THE BARRY KUTUN BOAT RAMP AT MAURICE GIBB PARK, PROVIDED THAT SAID AGREEMENTS ARE SUBSTANTIALLY SIMILAR, WITH REGARD TO ALL MATERIAL TERMS AND CONDITIONS, TO THE TEMPLATE AGREEMENT ATTACHED HERETO AS EXHIBIT "A", AND AUTHORIZING THE CITY MANAGER (OR HIS DESIGNEE), IN HIS SOLE DISCRETION, TO SUSPEND AND/OR TERMINATE ANY AGREEMENT IF THE CITY MANAGER DEEMS IT TO BE IN THE CITY'S BEST INTEREST.

Applicable Area:

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: City Attorney Ricardo J. Dopico

DATE: February 3, 2025

TITLE: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING (SOLELY IN ITS PROPRIETARY CAPACITY) THE CITY MANAGER (OR HIS DESIGNEE) TO ENTER INTO REVOCABLE TEMPORARY VESSEL DOCKAGE AGREEMENTS, AS THE CITY MANAGER MAY DEEM APPROPRIATE IN HIS SOLE DISCRETION, WITH OWNERS OF VESSELS REGULARLY DOCKED IN THE CITY OF MIAMI BEACH TO ALLOW TEMPORARY DOCKAGE AT THE BARRY KUTUN BOAT RAMP AT MAURICE GIBB PARK, PROVIDED THAT SAID AGREEMENTS ARE SUBSTANTIALLY SIMILAR, WITH REGARD TO ALL MATERIAL TERMS AND CONDITIONS, TO THE TEMPLATE AGREEMENT ATTACHED HERETO AS EXHIBIT "A", AND AUTHORIZING THE CITY MANAGER (OR HIS DESIGNEE), IN HIS SOLE DISCRETION, TO SUSPEND AND/OR TERMINATE ANY AGREEMENT IF THE CITY MANAGER DEEMS IT TO BE IN THE CITY'S BEST INTEREST.

RECOMMENDATION

BACKGROUND/HISTORY

ANALYSIS

The attached resolution is presented by the sponsor, Commissioner David Suarez, for the consideration of the Mayor and City Commission.

FISCAL IMPACT STATEMENT

N/A

Does this Ordinance require a Business Impact Estimate?

(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:

See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notices/>

FINANCIAL INFORMATION

CONCLUSION

Applicable Area

Citywide

Is this a “Residents Right to Know” item, pursuant to City Code Section 2-17?

No

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

City Attorney

Sponsor(s)

Commissioner David Suarez

Co-sponsor(s)

Condensed Title

Approve Dockage Agreement at Barry Kutun Boat Ramp. (Suarez) CA

Previous Action (For City Clerk Use Only)

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING (SOLELY IN ITS PROPRIETARY CAPACITY) THE CITY MANAGER (OR HIS DESIGNEE) TO ENTER INTO REVOCABLE TEMPORARY VESSEL DOCKAGE AGREEMENTS, AS THE CITY MANAGER MAY DEEM APPROPRIATE IN HIS SOLE DISCRETION, WITH OWNERS OF VESSELS REGULARLY DOCKED IN THE CITY OF MIAMI BEACH TO ALLOW TEMPORARY DOCKAGE AT THE BARRY KUTUN BOAT RAMP AT MAURICE GIBB PARK, PROVIDED THAT SAID AGREEMENTS ARE SUBSTANTIALLY SIMILAR, WITH REGARD TO ALL MATERIAL TERMS AND CONDITIONS, TO THE TEMPLATE AGREEMENT ATTACHED HERETO AS EXHIBIT "A", AND AUTHORIZING THE CITY MANAGER (OR HIS DESIGNEE), IN HIS SOLE DISCRETION, TO SUSPEND AND/OR TERMINATE ANY AGREEMENT IF THE CITY MANAGER DEEMS IT TO BE IN THE CITY'S BEST INTEREST.

WHEREAS, the City recognizes that residents of the City of Miami Beach may desire to temporarily dock their small noncommercial pleasure vessel at the Premises in order to enjoy the shops and restaurants in and around the Sunset Harbour neighborhood; and

WHEREAS, on December 11, 2024, the City Commission amended City Code Sec. 66.107 to authorize temporary dockage agreements for the Barry Kutun Boat Ramp at Maurice Gibb Park located at 18th Street and Purdy Avenue, Miami Beach, Florida 33139, upon passage of a resolution approving the agreement template (Ord No. 2024-4677); and

WHEREAS, the Mayor and City Commission resolve to approve the template Revocable Temporary Vessel Dockage Agreements for the dockage of vessels at the City-owned Barry Kutun Boat Ramp at Maurice Gibb Park, attached as Exhibit A, and authorize the City Manager, or his designee, to enter into Revocable Temporary Vessel Dockage Agreements, as the City Manager may deem appropriate in his sole discretion, with owners of vessels regularly docked in the City of Miami Beach, to allow temporary dockage at the Barry Kutun Boat Ramp at Maurice Gibb Park, provided that said agreements are substantially similar, with regard to all material terms and conditions, to the template agreement attached hereto as Exhibit "A", and authorize the City Manager (or his designee), in his sole discretion, to suspend and/or terminate any agreement if the City Manager deems it to be in the City's best interest.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that:

The Mayor and the City Commission hereby authorize (solely in its proprietary capacity) the City Manager (or his designee) to enter into Revocable Temporary Vessel Dockage Agreements, as the City Manager may deem appropriate in his sole discretion,

with owners of vessels regularly docked in the City of Miami Beach to allow temporary dockage at the Barry Kutun Boat Ramp at Maurice Gibb Park, provided that said agreements are substantially similar, with regard to all material terms and conditions, to the template agreement attached hereto as Exhibit "A", and authorize the City Manager (or his designee), in his sole discretion, to suspend and/or terminate any agreement if the City Manager deems it to be in the City's best interest.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

Mayor Steven Meiner

Rafael E. Granado, City Clerk

(Sponsored by Commissioner David Suarez)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

1/24/2025

Date



REVOCABLE TEMPORARY VESSEL DOCKAGE AGREEMENT

This Revocable Temporary Vessel Dockage Agreement ("Agreement") is entered into among, on the one hand, the **CITY OF MIAMI BEACH**, a municipal corporation existing under the laws of the State of Florida, acting solely in its proprietary capacity as the owner of the Barry Kutun Boat Ramp at Maurice Gibb Park located at 18th Street and Purdy Avenue, Miami Beach, Florida 33139, (hereinafter referred to as "City"), and _____, a _____ (the "Vessel Owner"). This Agreement allows (on the terms set forth herein) dockage of the specific Vessel (as defined herein) only at the Barry Kutun Boat Ramp at Maurice Gibb Park.

RECITALS

WHEREAS, on _____, the Mayor and City Commission of the City of Miami Beach, acting solely in its proprietary capacity as the owner of the Barry Kutun Boat Ramp at Maurice Gibb Park located at 18th Street and Purdy Avenue, Miami Beach, Florida 33139, authorized the City Manager, in his sole discretion, to enter into Revocable Temporary Vessel Dockage Agreements for the dockage of vessels at the City-owned Barry Kutun Boat Ramp at Maurice Gibb Park (the "Premises"); and

WHEREAS, the City recognizes that residents of the City of Miami Beach may desire to temporarily dock their small noncommercial pleasure vessel at the Premises in order to enjoy the shops and restaurants in and around the Sunset Harbour neighborhood; and

WHEREAS, the parties wish to enter into this Agreement to permit the Vessel Owner to dock temporarily at the Premises as allowed herein.

NOW THEREFORE, the City and the Vessel Owner, in consideration of the mutual covenants and agreement herein contained, agree as follows:

ARTICLE 1. VESSEL AND VESSEL OWNER

The Vessel shall mean the aquatic vessel or vessels as further described in Exhibit A of this Agreement owned and operated by the Vessel Owner (which means the person, persons, or entity to whom the vessel or vessels are registered with the State of Florida at the same home address), which the City has permitted Vessel Owner to dock on the Premises, as further described in Exhibit B of this Agreement. One Agreement may authorize up to two vessels to dock at the Premises if both vessels are registered at the same home address; however, only one vessel may dock on the Premises at any one time, for a maximum total of two hours per day for both vessels.

ARTICLE 2. DOCKAGE

2.1 Dockage. Subject to the terms and conditions set forth herein, the City hereby agrees to allow Vessel Owner to temporarily dock the Vessel at the Premises for a maximum period of two (2) hours per day between the hours of 7 AM and 10 PM . This Agreement shall activate upon the execution of this Agreement by both parties and shall remain effective for a period of one calendar year beginning March first of 2025 and ending on February 28, 2026 (the "Term").

2.2 Fee. In exchange for the dockage allowed under this Agreement, Vessel Owner shall pay the City a dockage fee of \$200.00 per household (the "Fee") for the period of the Term. If this Agreement is executed midyear, the Vessel Owner shall pay a prorated fee.

EXHIBIT A

2.3 If Individual Owner. If the Vessel is owned by one individual person, only the Vessel Owner may dock the Vessel as allowed under this Agreement, and the Vessel Owner shall be onboard the Vessel at any time that the Vessel docks at the Barry Kutun Boat Ramp.

2.4 Other than Individual Owner. If the Vessel is owned by multiple persons or a corporate entity, the person designated in Article 9 shall be the only person allowed to dock pursuant to this Agreement and that person must be onboard the Vessel any time that the Vessel docks at the Barry Kutun Boat Ramp.

2.5 Home Ownership. If, in order to qualify for this Dockage Agreement, the vessel is regularly docked at a qualifying Miami Beach residence, the Vessel Owner and the home owner/lessee must be the same.

2.6 No Overnight Anchoring of any Vessel. No Vessel Owner shall own or operate any vessel that anchors overnight on the water in Biscayne Bay or any waters of the City the City of Miami Beach.

2.7 Limited Space. Vessel dockage at the Barry Kutun Boat Ramp shall be on a first-come, first served basis. Dockage will be allowed only in spaces designated by the City, which spaces the City reserves the right to limit or move at any time. Vessel owner understands that only 1-3 spaces are expected to be designated for dockage, so availability will be very limited. The spaces originally designated by the City for docking are set forth on Exhibit B to this Agreement, which may be amended by the City at any time for any or no reason.

ARTICLE 3. VESSEL OWNER OBLIGATIONS

3.1 Vessel Requirements. This Agreement is subject to the following requirements and/or restrictions on the Vessel and Vessel Owner:

- (a) The Vessel must have a maximum length of 45 feet.
- (b) The Vessel must be actively registered in the State of Florida throughout the Term of this Agreement.
- (c) The Vessel shall be properly insured as required by Article 7.
- (d) The Vessel shall be well-maintained with no loose items in public view and the bottom of the Vessel shall be free from undergrowth and debris.

3.2 Prohibited Activities. The Vessel Owner is prohibited from engaging in any of the following activities while the Vessel is docked at the Premises or while entering or exiting the Premises:

- (a) Commercial activity of any kind on the Vessel.
- (b) Repairs or maintenance to the Vessel other than emergency repairs or maintenance permitted herein.
- (c) Illegal activity of any kind.
- (d) The use of mechanical tools unless necessary to perform emergency repairs or maintenance on the Vessel.
- (e) Hanging laundry or other household items from the Vessel in public view.
- (f) Leaving pets unattended on the Vessel.
- (g) Failing to control pets, including failing to clean up after pets and permitting pets to disturb others through direct contact or due to noise.
- (h) Intentional littering or polluting of the Premises and/or surrounding area.
- (i) Cleaning or washing of the Vessel, including with detergents containing phosphates, chlorine, or petroleum distillates.
- (j) Harassment of local wildlife including any Federal or State listed protected species.
- (k) Feeding or leaving food for local wildlife.
- (l) Disorderly, rowdy, or boisterous conduct and excessive noise that disrupts the quiet enjoyment of shore-based residents or another Vessel Owner.

- (m) Harassment of any kind toward others.
- (n) Creating wake with the Vessel while in or around the Premises.
- (o) Swimming, fishing or diving from or around the Vessel.
- (p) Storage of Vessel Owner's supplies, materials, accessories, or debris in or around the Premises, including on any dock, pier or walkway.
- (q) The production of fire of any kind.
- (r) Anchoring the Vessel in an unlawful location within the Premises or in an unsafe manner, which may also result in criminal or civil penalties.
- (s) Violation of the City of Miami-Dade County noise ordinances.

3.3 Vessel Owner Obligations.

- (a) Vessel Owner shall immediately contact the dockmaster's office and the USCH National Response Center Spill Hotline upon discovering an oil/fuel spill. Vessel Owner shall not use any detergents or other chemicals to break up oil/fuel spills.
- (b) Vessel Owner shall be solely responsible for maintaining the Vessel in proper operating condition and the Vessel Owner warrants that the Vessel shall be in seaworthy condition when docked at the Premises.
- (c) Vessel Owner shall be solely responsible for properly securing the Vessel and all private property stored on the Vessel.
- (d) Vessel Owner agrees that Vessel Owner and all of Vessel Owner's guests, family, employees, representatives, and agents shall comply (a) with all applicable federal, state, local, maritime, and, if existing, association, laws, rules and regulations, as well as the requirements of any other governmental body or authority; (b) the rules and regulations set forth herein, as same may be changed from time to time by the City, and (c) all other policies, rules and regulations in existence and as the same may be changed from time to time by the City, all of which are incorporated herein by reference.
- (e) Vessel Owner and Vessel Owner's guests shall familiarize themselves with the publications and warnings available from governmental sources regarding safe operation in waters frequented by manatees and must abide by all Federal, State and Local laws and ordinances, rules and regulations governing the operation of watercraft in the presence of manatees.
- (f) Vessel Owner shall furnish the City with proof of (1) Vessel ownership, (2) Vessel Insurance (as required by Article 7), (3) proof of the Vessel's overnight dockage at either the Vessel Owner's home located within the City of Miami Beach or at a paid slip at a marina located within the City of Miami Beach, and (4) proof of Vessel registration in the State of Florida.

ARTICLE 4. CITY RIGHTS AND OBLIGATIONS

4.1 City Rights. As the owner of the Premises, the City shall have the right to:

- (a) Remove the Vessel Owner for failure to comply with Article 3 and/or any applicable law, rule, or regulation.
- (b) Remove or relocate the Vessel if, in the City Manager's sole discretion, removal or relocation of the Vessel is necessary to protect life or the premises.
- (c) Suspend or Terminate this Agreement if Vessel Owner fails to pay or otherwise resolve any outstanding fines, fees, code violations, or other issues of noncompliance levied by the City, Miami-Dade County, or the State of Florida.
- (d) Remove the Vessel from the Premises, at the Vessel Owner's expense, if the Vessel is docked at the Premises for more than two (2) hours.

4.2 City Obligations. The City shall allow Vessel to temporarily dock at the Barry Kutun Boat Ramp so long as this Agreement remains in effect.

ARTICLE 5. LIMITATION OF LIABILITY

THE CITY DESIRES TO ENTER INTO THIS AGREEMENT ONLY IF IN SO DOING THE CITY CAN PLACE A LIMIT ON ITS LIABILITY FOR ANY CAUSE OF ACTION FOR MONEY DAMAGES DUE TO AN ALLEGED BREACH BY THE CITY OF THIS AGREEMENT. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW (I) VESSEL OWNER WAIVES ALL RIGHTS TO RECOVER FROM THE CITY ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) THE MAXIMUM COLLECTIVE LIABILITY OF THE CITY HEREUNDER FOR ANY CLAIM SHALL BE EQUAL TO THE FEES PAID BY VESSEL OWNER HEREUNDER. THE VESSEL OWNER HEREBY EXPRESSES ITS WILLINGNESS TO ENTER INTO THIS AGREEMENT, WITH VESSEL OWNER'S RECOVERY FROM THE CITY FOR ANY DAMAGES FOR ACTION FOR BREACH OF CONTRACT TO BE LIMITED TO THE AMOUNT(S) ACTUALLY PAID BY THE VESSEL OWNER TO THE CITY HEREUNDER.

NOTHING CONTAINED IN THIS ARTICLE, OR ELSEWHERE IN THIS AGREEMENT, IS IN ANY WAY INTENDED TO BE A WAIVER OF THE LIMITATION PLACED UPON CITY'S LIABILITY, AS SET FORTH IN SECTION 768.28, FLORIDA STATUTES.

ARTICLE 6. INDEMNIFICATION

6.1 Indemnification. VESSEL OWNER SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, COSTS, EXPENSES, LOSSES AND DAMAGES (i) FOR INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGE TO PROPERTY ARISING DIRECTLY OR INDIRECTLY OUT OF THE PREMISES BY VESSEL OWNER, VESSEL OWNER'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS (EXCEPT TO THE EXTENT THAT SUCH CLAIMS, ACTIONS, LIABILITIES AND DAMAGES ARE FOR LOSS, DAMAGE, INJURY OR HARM CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY), AND/OR (ii) INCURRED BY CITY AS A RESULT OF OR WITH RESPECT TO THE VESSEL OR VESSEL OWNER'S NEGLIGENT OR INTENTIONALLY HARMFUL ACTIONS OR OMISSIONS.

VESSEL OWNER, ON BEHALF OF ITSELF AND VESSEL OWNER'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS, RELEASES AND WAIVES ANY AND ALL CLAIMS AGAINST THE CITY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR THE FOLLOWING: (i) ANY LOSS (INCLUDING THEFT) OR DAMAGE BY FIRE, WINDSTORM, WATER, OR OTHERWISE TO THE VESSEL, THE VESSEL'S EQUIPMENT, OR PERSONAL EFFECTS ON THE VESSEL, OR IN OR AROUND THE PREMISES, EXCEPT TO THE EXTENT THAT SUCH LOSS, DAMAGE OR DESTRUCTION IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY; AND/OR (ii) ANY BODILY INJURY, PERSONAL INJURY OR OTHER HARM (INCLUDING DEATH) TO VESSEL OWNER, VESSEL OWNER'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS, WHILE ON THE PREMISES, EXCEPT TO THE EXTENT THAT SUCH BODILY INJURY, PERSONAL INJURY OR OTHER HARM IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

VESSEL OWNER SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, COSTS, EXPENSES, LOSSES AND DAMAGES (i)

FOR INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGE TO PROPERTY ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE OF THE PREMISES BY VESSEL OWNER, VESSEL OWNER'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS (EXCEPT TO THE EXTENT THAT SUCH CLAIMS, ACTIONS, LIABILITIES AND DAMAGES ARE FOR LOSS, DAMAGE, INJURY OR HARM CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY), AND/OR (ii) INCURRED BY THE CITY AS A RESULT OF OR WITH RESPECT TO THE VESSEL OR VESSEL OWNER'S NEGLIGENT OR INTENTIONALLY HARMFUL ACTIONS OR OMISSIONS.

WITHOUT LIMITING THE EFFECT OF ANY OTHER WAIVERS, RELEASES OR INDEMNITIES SET FORTH IN THIS AGREEMENT FOR THE BENEFIT OF THE CITY, VESSEL OWNER WAIVES ALL RIGHTS TO RECOVER FROM THE CITY (OR THE CITY'S AFFILIATES, OFFICERS, EMPLOYEES OR AGENTS) ANY LOSS OR DAMAGE INSURED BY THE VESSEL OWNER OR REQUIRED TO BE INSURED BY THE VESSEL OWNER UNDER THE TERMS OF THIS AGREEMENT. THE FOREGOING WAIVER INCLUDES A WAIVER BY THE VESSEL OWNER OF ALL RIGHTS OF SUBROGATION THAT THE INSURERS OF THE VESSEL OWNER MAY HAVE AGAINST THE CITY (OR THE CITY'S AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES. IF THE VESSEL OWNER'S INSURANCE DOES NOT PERMIT A NAMED INSURED TO WAIVE THE INSURER'S RIGHT OF SUBROGATION, THEN SUCH INSURANCE POLICY MUST INCLUDE AN ENDORSEMENT IN WHICH THE INSURER WAIVES ALL OF ITS RIGHTS OF SUBROGATION AGAINST THE CITY (AND THE CITY'S AFFILIATES, OFFICERS, EMPLOYEES AND AGENTS).

ARTICLE 7. VESSEL INSURANCE; PROOF OF OVERNIGHT DOCKAGE

7.1 Vessel Owner shall maintain the following forms of insurance, with the City listed as an additional insured on any relevant policy, during the Term of the Agreement:

- (a) liability insurance on the vessel in an amount of at least one million dollars (\$1,000,000)(an additional umbrella policy with the same coverage as the underlying policy or policies may be counted toward this requirement);
- (b) hull insurance coverage in an amount of at least the replacement value of the vessel (an additional umbrella policy with the same coverage as the underlying policy or policies may be counted toward this requirement); and
- (c) a removal coverage rider in an amount sufficient to pay for the removal and storage of the vessel in the event that it must be removed by the City of Miami Beach (an additional umbrella policy with the same coverage as the underlying policy or policies may be counted toward this requirement) .

7.2 Vessel Owner shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language, affecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before the Vessel is permitted to dock at the Premises. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

7.3 The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.4 Prior to docking the Vessel, Vessel Owner shall provide the City with proof that the Vessel is docked overnight each night at a home located within the City of Miami Beach or at a paid slip at a marina located within the City of Miami Beach.

ARTICLE 8. TERMINATION

8.1 Termination for Cause. The City, through the City Manager, may terminate this Agreement for cause, upon written notice to Vessel Owner, in the event that the Vessel Owner violates any provision of this Agreement, including any of Vessel Owner's obligations under Article 3. In the case of termination for cause by the City, the Vessel Owner shall first be granted three (3) warnings of Vessel Owner's violation of any of the terms of this Agreement. Upon the City issuing the third and final warning notice, the City may terminate this Agreement for cause with immediate effect.

8.2 Termination for Convenience. In addition to the City's right to terminate for cause, the City through the City Manager, may also terminate this Agreement, upon five (5) days prior written notice to Vessel Owner, for convenience, without cause, and without penalty, when (in its sole discretion) it deems such termination to be in the best interest of the City. In the event the City terminates the Agreement for convenience, Vessel Owner's access to the Premises shall cease upon the expiration of the five (5) day written notice period. If the City terminates this Agreement for convenience, it shall refund a prorated portion of the Fee.

8.3 Termination by the Vessel Owner. Vessel Owner may terminate this Agreement with immediate effect by providing the City with written notice of termination at the contact information listed in Article 9 of this Agreement. However, Vessel Owner's termination of this Agreement shall not relieve the Vessel Owner of any liability incurred by the Vessel Owner to the City during the Term of this Agreement.

ARTICLE 9. NOTICE

Until changed by notice in writing, all such notices and communications shall be sent by email to the follow recipients:

All written notices given to City by Vessel Owner shall be addressed to:

Attn: _____
Email: _____
Phone: _____

With a copy to:

City Manager's Office
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Eric Carpenter, City Manager
Email: ericcarpenter@miamibeachfl.gov

All written notices given to the Vessel Owner from the City shall be addressed to:

Attn: _____
Email: _____
Phone: _____

ARTICLE 10. MISCELLANEOUS

10.1 Venue and Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, in federal court. **BY ENTERING INTO THIS AGREEMENT, VESSEL OWNER AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.**

10.2 Assignment. The Vessel Owner shall not assign, transfer or convey the Agreement or this Agreement to any other person, firm, association or corporation, in whole or in part. Any attempted assignment, transfer, or subAgreement shall be void and of no effect. Further, any attempted assignment under this Agreement shall constitute an event of default under this Agreement, which among other rights, shall grant the City the right to immediately terminate this Agreement.

10.3 No Third-Party Beneficiary Rights. The terms of this Agreement inure to the benefit of only those Parties named herein. This Agreement is not intended to and shall not be construed to give any third party any interest or rights, including without limitation third-party beneficiary rights, with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

10.4 Captions Used in this Agreement. Captions, as used in this Agreement, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

10.5 No Waiver. No waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement by the City at any time shall in any way affect, limit, modify or waive the City's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof.

10.6 Florida Public Records Law. By entering into this Agreement, Vessel Owner acknowledges that all information submitted by Vessel Owner is subject to Florida Public Records law and the restrictions and exemptions therein. Vessel Owner expressly agrees to comply with all lawful public records requests as is necessary to comply with Florida Public Records law.

10.7 Inspector General Audit Rights.

- (a) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections, and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

- (b) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vessel Owner, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- (c) Upon ten (10) days written notice to the Vessel Owner, the Vessel Owner shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vessel Owner its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (d) The Inspector General shall have the right to inspect and copy all documents and records in the Vessel Owner's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subVessel Owners and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- (e) The Vessel Owner shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
- I. If this Agreement is completely or partially terminated, the Vessel Owner shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - II. The Vessel Owner shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (f) The provisions in this section shall apply to the Vessel Owner, its officers, agents, employees, subconsultants and suppliers. The Vessel Owner shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vessel Owner in connection with the performance of this Agreement.

- (g) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vessel Owner or third parties.

10.8 NO PROPERTY RIGHTS CONFERRED BY THE AGREEMENT:

Vessel Owner acknowledges and agrees that the nature of the Vessel Owner's relationship with the City is that of a party to a contract and that no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. No property rights of any nature whatsoever shall be created on the part of the Vessel Owner by this Agreement, and termination of this Agreement for any reason shall not be deemed to implicate any property right or to be a taking under any statutory or constitutional provision.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their names by their duly authorized officers and principals, attested by their respective witnesses and City Clerk on the day and year first hereinabove written.

CITY:

Attest

CITY OF MIAMI BEACH

Rafael E. Granado, City Clerk

Eric Carpenter, City Manager

Date _____


VESSEL OWNER:

Signature

Print

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

5/26/2025

Date

RTR

EXHIBIT A
VESSEL DESCRIPTION

Vessel Name: _____

Vessel Make: _____

Length _____ Beam _____ Draft _____

CG Doc # _____

FL # _____

Vessel Insurance:

Carrier: _____ Policy #: _____

Power: 30 AMP _____ 50 AMP _____ 100 AMP _____ Other _____

Record Owner: _____

Owner Address: _____

City/State/Zip: Miami Beach, Florida

Contact Phone #: _____

Email Address: _____

PHYSICAL ADDRESS WITHIN THE CITY OF MIAMI BEACH OF VESSEL OWNER:

ADDRESS WHERE VESSEL IS DOCKED:



EXHIBIT B