

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 7H
DATE 10/8/12

Meeting Date: October 8, 2012

Public Hearing Ordinance Resolution Motion

Item: Contract #20090100 Renewal #1 Renewal of the Boat Dock License Agreement

Recommended Action:

Approval of Renewal #1 to "C" Larke Marine, LLC d/b/a St. Lucie River Princess for Scenic Boat Tour Services on the North Fork of the St. Lucie River in the amount of \$229.17 per month for twelve (12) months. In accordance with Section XVII Renewal Option, to provide identical services required in this contract for an additional twenty four (24) months. The contract period will be December 7, 2012 until December 6, 2014.

Exhibits: Department memo attached [X] yes [] no

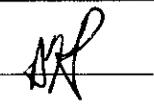
Copies of Renewal #1

Summary Explanation/Background Information: "C" Larke Marine provides an Eco-Friendly Service to the citizens of Port St. Lucie for an annual revenue in the amount of \$2,750.04. The Parks and Recreation Department has reviewed the Renewal and recommends City Council approval.

Revenue: **\$229.17 per month**

Department requests expenditure from the following: N/A

Fund		
Cost Center		
Object Code		
Project		

Director of OMB concurs with award: 

City Manager concurs with award: 

Department requests 0 minutes to make a presentation.

Submitted by: 

Date: 9-26-12

Title: Parks & Recreation Director

RECEIVED

SEP 27 2012

City Managers Office

CONTRACT RENEWAL FORM

Date: September 20, 2012

Contract # 20090100 Renewal #1

Contract Title: Boat Dock License Agreement

Contractor's Name: "C" Larke Marine, d.b.a. St. Lucie River Princess

Current Expiration: 12/6/12

Revised Expiration: 12/6/14

The above contract is hereby extended pursuant to Section XXI until the revised expiration date. All other terms and conditions of the original contract and Amendment 1 are unchanged, with the exception that the City's performance and obligation to pay is contingent upon an annual appropriation by City Council for the period of this contract beyond September 30th of this year.

As a result of the Contractor's acceptance to provide the "Renewal Option" as specified in the original contract, the following modifications to the original contract will become effective October 1, 2012.

1. The contract is extended to include the period 10-01-2012 through 09-30-2014.
2. Compensation to the City will remain as outlined in the original Contract and Amendment documents. Licensee shall pay a monthly lease rate of \$229.17 for an annual amount of \$2,750.04. Payments will be due on the 1st of each month without notice or demand.
3. All other terms and conditions of the original contract and/or Addenda apply.

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of: "C" Larke Marine, d.b.a. St. Lucie River Princess

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No: _____

known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

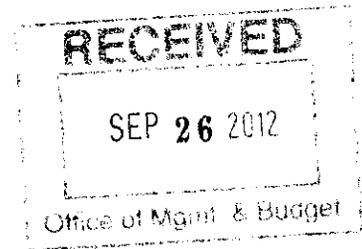
WITNESS my hand and official seal, this _____ day of _____, 2011.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires: _____

(seal)



INTER-OFFICE MEMO

TO: Dave Pollard, Director, Office of Management and Budget

FROM: Sherman Conrad, Director, Parks and Recreation *SC*

RE: AGENDA ITEM REQUEST--"C" LARKE MARINE, LLC

DATE: September 26, 2012

Please accept this memorandum as our approval to enter into a contract extension with "C" Larke Marine, LLC, d/b/a St. Lucie River Princess for Scenic Boat Tour Services on the North Fork of the St. Lucie River. By copy of this memo, we are requesting that City Council consider and approve the addition of 24 months to the contract with "C" Larke Marine, effective December 7, 2012, through December 6, 2014.

We are hereby requesting that this Agenda Item Request be approved and forwarded appropriately for consideration by City Council at their October 8, 2012, meeting.

Please advise if there is anything further that I can do in this regard. Thank you in advance.

SC/pr

cc: Brad Keen, Assistant Director, Parks and Recreation

2195 S.E. Airoso Blvd.
Port St. Lucie, FL 34984
Telephone: (772) 878-2277
Fax: (772) 871-5290

ANNUAL CONTRACT INFORMATION REPORT

PLEASE FILL OUT THIS FORM IN ITS ENTIRETY. IT WILL BE FILED WITH THE CONTRACT AND REVIEWED AT TIME OF RENEWAL OR BID SPECIFICATION DEVELOPMENT.

CONTRACT # 20090100 Renewal #1

TITLE: Boat Dock License Agreement

CONTRACTOR'S NAME: "C" Larke Marine, d/b/a/ St. Lucie River Princess

DEPARTMENT: Parks & Recreation Department, Sherman Conrad

DATE DUE: September 14, 2012

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Delivery Times	✓			
Quality of Work	✓			
Quality of Products Used	✓			
Adherence to Specifications	✓			
Problem Solving		✓		
Overall Performance	✓			

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

THIS CONTRACT ALLOWS THE VENDOR TO PROVIDE AN ECO-FRIENDLY SERVICE TO CITIZENS AND VISITORS TO Port ST. LUCIE.

IF APPLICABLE, WOULD YOU RENEW THIS CONTRACT: Yes or No (please circle one)

CONTRACT SUPERVISOR: BRAD KEEN DATE: Sept 19, 2012
Please print

DEPARTMENT HEAD SIGNATURE: Sherman Conrad
Signed in Director's absence to avoid delay
by [Signature]

terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**SECTION XVI
LAW**

This agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Agreement shall be in St. Lucie County, Florida.

**SECTION XVII
RENEWAL OPTION**

The Agreement period will be for thirty-six (36) months with an option to renew for one (1) additional twenty-four (24) month period. The Agreement will allow for the lease rates to be adjusted at any time during this Agreement based on an increase or decrease of seasonal activity through mutual agreement.

NOTE: Licensee may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Agreement period.

**SECTION XVIII
ENTIRE AGREEMENT**

The written terms and provisions of this Agreement shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Agreement.

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