

**AMENDMENT AND EXTENSION OF WATER TAXI OPERATING AGREEMENT
RENEWAL**

This Amendment and Extension of Water Taxi Operating Agreement Renewal (this "Second Amendment"), is made and entered into this 28th day of July, 2022 (the "Effective Date") by and between the CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation, 600 Cleveland Street, Clearwater, Florida 33775 (the "City") and CLEARWATER FERRY SERVICES, LLC., a Florida limited liability company, formerly known as CLEARWATER FERRY SERVICES, INC., 615 Pinellas Street, Unit 2, Clearwater, Florida 33756 (the "Corporation") (the City and the Corporation collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, pursuant to RFP 35-16, the Parties hereto entered into that certain Water Taxi Operating Agreement Renewal on November 20, 2018 (the "Agreement") where the Corporation agreed to continue to provide water taxi services to the City in exchange for granting the City certain lien rights and purchasing options for the Corporation's water taxi vessels; and

WHEREAS, the Agreement provided for an initial two (2) year term with an additional two (2) year renewal term; and

WHEREAS, the Agreement was renewed at the end of the initial term and the renewal term is now set to expire on December 1, 2022; and

WHEREAS, the Parties entered into an amendment to the Agreement on February 17, 2022 (the "First Amendment") which allowed for the expansion of the service area for the vessel known as "Monica's Crossing" and released the lien that the City held over said vessel; and

WHEREAS, the Parties now wish to extend the Agreement for an additional two (2) year term; and

WHEREAS, the Corporation's water taxi service is highly unique and specialized and provides an excellent means to alleviate traffic congestion in the service areas covered under the Agreement; and

WHEREAS, the Corporation's water taxi service fulfills a public interest in the provision of multiple options for residents and visitors to travel between Clearwater Beach and Downtown Clearwater; and

NOW, THEREFORE, in consideration of the continued operation of the water taxi service and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The recitations set forth above in the WHEREAS clauses are true and correct and are incorporated herein by this reference.

2. The Parties agree to amend Section 3 of the Agreement to read as follows:

“This 2-Year Renewal Term shall commence on December 1, 2018, and end on December 1, 2020. As the end of this first renewal the City and the Corporation may initiate two (2) additional 2-year renewals, subject to the mutual agreement of terms. The City or the Corporation must give written notice of their intent to renew this Agreement no later than sixty (60) days prior to the expiration.”

3. The Parties hereby agree to exercise the second two (2) year renewal option as provided in the amended Section 3 referenced above with said renewal term to commence on December 1, 2022.
4. In the event of any conflict or ambiguity between the terms and provisions of this Second Amendment, the First Amendment, and the Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.
5. All other terms and conditions of the Agreement and First Amendment shall remain in full force and effect unless expressly amended herein.

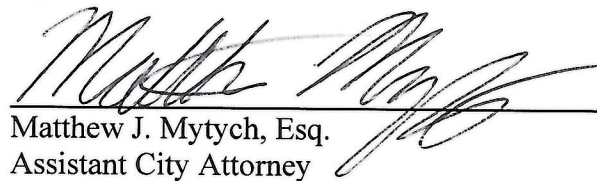
IN WITNESS WHEREOF, the Parties have executed this Second Amendment under seal as of the day and year first above written.

City of Clearwater, Florida,
a Florida municipal corporation
(The “City”)



Jon P. Jennings
City Manager

Approved as to Form:



Matthew J. Mytych, Esq.
Assistant City Attorney

Attest:

Rosemarie Call

Rosemarie Call
City Clerk



Clearwater Ferry Services, LLC.,
a Florida Corporation
(The "Corporation")

Attest:

Print Name: _____

By: Patricia Rodriguez

Name: Patricia Rodriguez

Title: Owner