

**Cooperative Agreement Between the
Lorain Port Authority and the
City of Huron, Ohio**

WHEREAS, it is the desire of the **LORAIN PORT AUTHORITY** (hereinafter "Port Authority") and the **CITY OF HURON** (hereinafter "City"), a charter municipality, to work cooperatively for the provision of ferry excursion vessel services to and from the City of Huron for the 2013 season; and,

WHEREAS, the Lorain Port Authority and Put-in-Bay Boat Lines as owners of "Jet Express IV" are desirous of providing said service to the City of Huron, Ohio for the 2014 season.

NOW THEREFORE, in consideration of the mutual promises of the Port Authority and the City, it is agreed as follows:

- (1) The City agrees to provide the Port Authority and Put-in-Bay Boat Lines a License to utilize the City's shoreline and dockage facilities at mutually agreed upon locations and times to dock the Jet Express IV for the purpose of providing excursion service to and from the City to Lorain/Cleveland via the Jet Express IV.
- (2) For the 2014 season the Port agrees to provide excursion service as noted in Section 1 a total of two times occurring over the period of June through September, and at such times and destinations as mutually agreed upon by both parties. Additional excursions proposed may be added, subject to mutual agreement of all parties involved.
- (3) The City shall not charge a fee for said License. In exchange for this License, the Port Authority agrees that the costs per passenger shall be the same as currently established by the Port Authority for service out of the Port of Lorain. Pursuant to the terms of this Agreement the City agrees to subsidize the cost of fuel at a rate of \$850.00 per excursion. Absent mutual agreement from both parties, the total cost of this Agreement shall not exceed \$1,700.00.
- (4) The City agrees to provide reasonable access to dockage and mooring facilities along the Huron River to accommodate the loading and unloading of the Jet Express IV.
- (5) Both parties agree to maintain liability and casualty insurance during the period of this Agreement in the amount of \$1,000,000.00 per occasion/individual and \$5,000,000.00 in aggregate. The City shall not be liable and the Port shall indemnify the City of any and all claims arising when the Jet Express IV is not docked on City property.
- (6) Nothing in this Agreement shall prohibit the parties from entering into special group excursions i.e., company outings, events, In the event that such arrangements are necessary, the City shall coordinate with the Port and schedule through the Jet Express.

- (7) The Parties agree that the terms and conditions set forth herein are severable and separate, and the unenforceability of any specific covenant or condition shall not result in the unenforceability of the rest of the Agreement. The covenants and conditions of this Agreement shall be construed as a contract independent of any other provision.
- (8) This Agreement represents the entire Agreement and understanding between the City and the Port with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings, whether written, oral, or implied between the parties and with respect to the subject matter contained herein.

IN WITNESS WHEREOF the parties have hereunto set their names, the **CITY** by the signature of the City Manager, and the Port Authority, this ____ day of _____, 2014.

Andrew D. White, City Manager
City of Huron

Richard M. Novak, Executive Director
Lorain Port Authority

Approved to as to form:

Approved to as to form:

Law Director, City of Huron

General Counsel, Lorain Port Authority