

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**NEW BUSINESS
ITEM I-3**

PREPARED BY: Ken Hern Sr. Director Operations, Security & Facilities May 10, 2018

SUBJECT: Approval of VesselTracker.com Agreement

BACKGROUND:

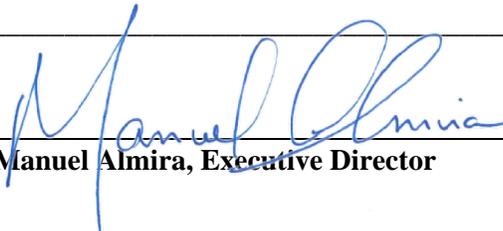
Port staff has been approached by VesselTracker.com to utilize the roof of the MOC to install a GIS antenna. Vessel Tracker is a worldwide leading maritime vessel tracker system that Port staff currently uses with limited access. Under this agreement, the antenna will be provided at no charge, with the Port being authorized for full access to their system, also at no charge. This full access will provide the vessels' ownership, and current and past locations, a valuable tool for Port staff and law enforcement.

FINANCIAL IMPACT: There is no fiscal impact from this project.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X _____

RECOMMENDATIONS: Port staff respectfully requests the Board of Commissioners approve the agreement with VesselTracker.com.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

Please fill in all fields indicated with  sign and

fax to +49-40-970 786-11 or
mail to bmiller@genscape.com

AGREEMENT CONCLUDED BETWEEN

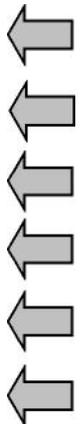
The Provider:

vesseltracker.com GmbH
Mundsburger Damm 14
D - 22087 Hamburg, Germany

and

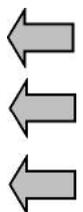
The Partner:

company Port of Palm Beach District
address 1 One East 11th Street, Suite 600
address 2 Riviera Beach, Florida
post code 33404
place
country USA



Contact

Title Sr. Director of Operations/Security
First name Kenneth
Family name Hern

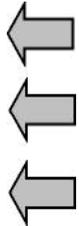


§ 1

Subject of agreement for co-operation

The Provider and the Partner agree that the Provider will install and run the following station(s) comprising an AIS receiver kit for the vesseltracker.com AIS network. The station(s) shall cover the following area:

Country	USA
town, location	Palm Beach County Waterways
expected area to be covered	



In return, the Partner gets free access to the vesseltracker.com network / Coastal Account (1 free access point for 1 station) according to the General Terms and Conditions of vesseltracker.com GmbH (status as per June 2010), which are part and parcel of this agreement.

§ 2

Validity

- a. This agreement is valid for the period of two years, beginning with the date of signature by vesseltracker.com, however, either party can terminate this Agreement at any time on 90 days' notice, which may be by email. At the end of these first two years, the agreement is extended annually for a further year, unless one party terminates it with a notice of termination of three months.
- b. The Provider is entitled to terminate the agreement without notice after a vain request for rework within appropriate time, in case the received data does not or not properly cover the expected area for reasons he is not responsible for. Either party can terminate the agreement without notice in case public authorities forbid the operation of its AIS receiver network in general or the receiver operated by the partner in particular.

§ 3

Vessel traffic information

An active Partner receives vessel traffic information free of charge until this agreement is terminated. Forwarding the vessel traffic information to third parties is strictly forbidden.

**§ 4
Payment and Ownership**

It is agreed that the Partner receives the AIS installation kit free of charge (regular price 799,-- Euro excl. VAT); the Provider will cover the full shipping costs. Ownership of the physical kit and all intellectual property rights remain with the Provider. The Partner agrees to return the AIS installation kit at the end of the contract to the Provider if the Provider demands it. The costs for return shipment will be borne by vesseltracker.com.

**§ 5
Responsibility and Liability**

The Partner takes full responsibility that the installation of the AIS receiver kit and the transmission of vessel data is in accordance with applicable laws and regulations for the installation and operation of such units. The Partner cannot hold the Provider responsible for any direct or indirect damage or loss incurred by the installation or operation of the AIS receiver kit. The Partner shall comply with the installation and users manual being delivered with the AIS receiver kit.

**§ 6
Force Majeure**

In the event of force majeure, war, strike, lockout etc., this agreement does not apply insofar as it may not be possible for the Provider to carry out his services.

**§ 7
Written Form**

Any amendments to this agreement must be in written form.

**§ 8
Legal Venue and Applicable Law**

The law of Florida is applicable only. Legal venue for all disputes of the parties is, insofar as it is permissible, exclusively in Circuit Court in PALM BEACH COUNTY, FLORIDA.

**§ 9
Final Regulations**

This agreement supersedes and replaces all previous verbal or written agreements

We welcome you as our Antenna Partner



between the parties on the subject of the agreement. Additional agreements were not made except for those quoted in this agreement.

**§ 10
Safeguarding Clause**

Should individual provisions of this contract be or become invalid, the remaining provisions shall continue to be in full force and effect.

Provider: vesseltracker.com GmbH, Hamburg BY: _____	Partner: Port of Palm Beach District BY: _____
Signed at: _____	Signed at: Riviera Beach, Florida
Date: _____	Date: _____