

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

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| In the Matter of: |) |
| |) |
| |) |
| Boomerang Boat Tour, LLC |) |
| t/a Boomerang Boat |) |
| Boomerang Pirate Boat |) |
| Boomerang Yacht |) |
| |) |
| Holder of a |) |
| Retailer's Class CX Marine Vessel Line License |) |
| (Three Marine Vessels) |) |
| |) |
| at premises |) |
| 1300 Maine Avenue, SW |) |
| Washington, D.C. 20024 |) |
| <hr/> |) |

License Nos.: ABRA-085705
ABRA-085705-2
ABRA-085705-3

Order No.: 2020-1001

Boomerang Boat Tour, LLC (Licensee)

Gail Fast, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Boomerang Boat Tour, LLC (Licensee) and ANC 6D have entered into a Cooperative Agreement (Agreement), dated November 17, 2020, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Gail Fast, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 2nd day of December 2020, **ORDERED** that:

1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Fifth Whereas paragraph, Section iii – The following sentence shall be modified to read as follows: “On January 1 of each year, Licensee may operate, serve, and sell alcoholic beverages until 4:00 a.m. ANC 6D will not object to the Licensee applying for an one-day substantial change to permit entertainment and dancing until 4:00 a.m. on January 1.”

The parties have agreed to this modification.

2. This Cooperative Agreement replaces and supersedes previous Cooperative Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ec420b9f6b9d4509e4b730093d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ee373f620e6ac8d1b352d2949ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 258d3fcedf6e148d774b75bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rema Wahabzadah, Member
Key: b72ca46b599b74099b19b35b738f1e5f

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e1f9e4016155e5c12f81c5

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821729310350447491b560e2a41899

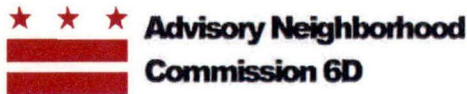
Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5627bda7f5f0040ec14adeb52641ce5

Edward S. Grandis, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E StTeet, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).



1101 4th Street S.W., Suite W130,
Washington, DC 20024
ANC Office: 202 554-1795/ 6D@anc.dc.gov

AMENDED AND RESTATED COOPERATIVE AGREEMENT

THIS AMENDED AND RESTATED COOPERATIVE AGREEMENT ("Agreement") is made on this 17th day of November 2020, by and between Boomerang Boat Tours LLC, t/a Boomerang Boat III, Boomerang Pirate Boat, and Boomerang Yacht, ("Licensee"), at 1300 Maine Avenue, SW, Washington, DC 20024, holder of a Retailer's Class CX ABRA License # 085705, 085705-2, and 085705-3 ("License"), and Advisory Neighborhood Commission 6D ("the ANC") (collectively, the "Parties").

PREAMBLE

Through this agreement both Parties aim to create an environment in which the Licensee may operate as a viable contributing establishment in the ANC community.

WITNESSETH

WHEREAS, Licensee holds a Retailer's Class CX Common Carrier (Marine Vessel) license with Entertainment and Dancing Endorsements for three (3) marine vessels operating under Boomerang Boat Tours LLC as: (1) the Boomerang Boat (capacity of 74 passengers), berthed at 1300 Maine Avenue, SW; (2) Boomerang Pirate Boat (capacity of 99 passengers), berthed at 1300 Water Street, SW; and (3) Boomerang Yacht (capacity of 149 passengers), berthed at 1300 Water Street, SW;

WHEREAS, Licensee offers scheduled cruises and charters in rivers and waters of the District of Columbia, originating from and terminating at Diamond Teague Park and the Washington Marina in Southwest Washington, DC, or the Georgetown Waterfront in Northwest, Washington DC. The usual duration of each trip is no more than three (3) hours. Catered light food and snacks will be available throughout the trip. Alcohol service can be provided immediately after leaving the dock and up to 15 minutes prior to returning to dock;

WHEREAS, Licensee's Hours of Operation; Hours of Service, Sales and Consumption of Alcoholic Beverages; Entertainment; and Dancing are as follows:

Sunday - Thursday: 10:00am - 2:00am; and
Friday & Saturday: 10:00am - 3:00am.

Exceptions to the standard hours shall be granted for:

- i. Days designated by the ABC Board as "Extended Hours for ABC Establishments," on which Licensee may operate for one additional hour (that is, one hour later);
- ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Licensee may avail itself of such extended hours; and
- iii. On January 1 of each year Licensee may operate, serve and sell alcoholic beverages, and provide Entertainment and Dancing until 4:00 am.

WHEREAS, the Parties entered into the 2010 Voluntary Agreement in October 2010 (ABC Board Order No. 2010-520);

WHEREAS, the Parties first amended the 2010 Voluntary Agreement in January 2011 (ABC Board Order No. 2011-090);

WHEREAS, the Parties amended the 2010 Voluntary Agreement again in October 2012 (ABC Board Order No. 2013-110);

WHEREAS, the Parties amended the 2010 Voluntary Agreement for a third time in February 2015 (ABC Board Order No. 2015-081);

WHEREAS, the Parties amended the 2010 Voluntary Agreement for a fourth time in April 2018 (ABC Board Order No. 2018-157);

WHEREAS, the first vessel on the Licensee's ABC license is currently licensed as and trading as "Boomerang Boat" with a capacity of 74 passengers. Now, the Licensee will replace this Boomerang Boat with a new vessel, licensed and trading as "Boomerang III" with a capacity of up to 90 passengers. Licensee will apply to the ABC Board for permission to replace the vessel and for the increased capacity on Boomerang III ("Application");

WHEREAS, the Parties desire to enter into this Amended and Restated Cooperative Agreement ("Agreement") to replace and supersede the existing Voluntary Agreement (ABC Board Order No. 2010-520, as amended);

WHEREAS, the Licensee is encouraged to work regularly with the ANC and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into this Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the Application; and

WHEREAS, all Parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any permanent substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Licensee's Application conditioned upon the Licensee's compliance with the terms of this written Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual

covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business & Sidewalk Cafe.** Licensee holds a Retailer's Class CX Common Carrier (Marine Vessel) license with Entertainment and Dancing Endorsements for three (3) marine vessels operating under Boomerang Boat Tours LLC as: (1) the Boomerang Boat III (capacity of 90 passengers; Official #1301256), berthed at 1300 Maine Avenue, SW; (2) Boomerang Boat (capacity of 99 passengers; Official #1246159), berthed at 1300 Water Street, SW; and (3) Boomerang Yacht (capacity of 149 passengers; Official #1260008), berthed at 1300 Water Street, SW;

There shall be no sidewalk cafe; no food or alcoholic beverage service shall be available in the dock, pre-boarding, or waiting areas.
3. **Noise and Privacy.** Licensee shall comply with D.C. Official Code § 25-725 and shall take reasonable, necessary steps to ensure that music, noise, and vibration from the Establishment are not audible in any of the property or areas the cruises pass by. Sound on the vessel shall be reduced when exiting and entering the Washington Channel, Georgetown, and Anacostia River areas. Sound on the vessel shall be shut off 15 minutes prior to landing and while at dockside in the Washington Channel and Anacostia areas; and 5 minutes prior to landing and while at dockside in the Georgetown area.
4. **Parking/Valet Arrangements.** It is a concern of the ANC that the Licensee's operation of the Establishment does not create or exacerbate parking problems within the ANC's boundaries.
5. **Public Space and Trash.** Licensee will keep the dock areas surrounding the berths of the vessels clean and free of litter, bottles, and other debris in compliance with DC Code and Municipal Regulations. Licensee shall monitor these areas sufficiently to assure that refuse and other materials are promptly removed or disposed of in secure containers maintained by the operator of Diamond Teague Park Marina.
6. **Rats & Vermin Control.** The operator of the Washington Marina provides professional rat and vermin control. Licensee shall have the Establishment and the area around the berth properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
7. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Licensee shall take reasonable steps to minimize problems of illegal drugs and public drinking, including, at all times, by having a sufficient number of trained employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises; and maintaining contact and cooperating with MPD, DC Harbor Patrol, Coast Guard, and/or other enforcement officials when known or suspected drug activities occur. In accordance with Coast Guard requirements, Licensee's on-

board personnel shall be trained in CPR and first aid.

Licensee shall maintain a log on the marine vessels to record any security incidents and include in the log, to the extent possible: the nature of the incident, the names of the individuals involved, and how it was resolved (e.g., cruise terminated or MPD/Harbor Patrol contacted). These logs shall be made available to representatives of MPD and ABRA upon request. Licensee shall take reasonable steps to discourage loitering in the vicinity of marine vessels and docks. Licensee shall ensure that there is no post-cruise activity continuing on the dock and that any persons who are congregating in that manner shall be asked to move along.

Licensee shall ensure that no alcoholic beverages are carried out of the marine vessels so that they can be consumed on the public space or in a vehicle. Licensee shall make available phone numbers of local taxi services for the use of patrons.

8. **License Ownership and Compliance with ABRA Regulations.** Licensee promises to the ANC that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement. On chartered tours, the caterer shall be responsible for initial ID (age) check, but the Licensee is responsible for abiding by all provisions of ABRA regulations.
9. **Participation in the Community.** Licensee is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
10. **Notice and Opportunity to Cure.** In the event that any of the Parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to any other Party's seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Licensee or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Licensee: Boomerang Boat Tours
David DuBois and Nicole DuBois, Managing Members
1072 31st Street, NW
Washington, DC 20007
Phone: (202) 549-2659; (202) 725-6226
e-mail: dave@ridetheboomerang.com;
nikki@ridetheboomerang.com

If to the ANC: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024

Attn: Chair, ANC
Phone: (202) 202 554-1795
e-mail: 6D@anc.dc.gov

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

11. **No Protest & Agreement Replacement.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, this Agreement shall replace and supersede the 2010 Voluntary Agreement (ABC Board Order No. 2010-520), as amended; and the ANC shall refrain from filing a protest of the Licensee's pending license application.

[signatures on the following page]

Page 6 of 6 Boomerang Boat Tours LLC t/a Boomerang Boat III et. al., ABRA-085705,
1300 Maine Avenue, SW, Washington, DC 20024, and ANC6D November 2020

The ANC: Gail Fast

November 17, 2020
Date

Gail Fast, ANC 6D01, ANC 6D Chairperson

LICENSEE:

Boomerang Boat Tours LLC

By: DocuSigned by:
David DuBois
72654A1D7B06479...
David DuBois, Managing Member

11/16/2020

Date

By: DocuSigned by:
Nicole DuBois
6A876D4F1A014A2...
Nicole DuBois, Managing Member

11/16/2020

Date