GENERAL AGREEMENT
Between the
NATIONAL PARK SERVICE
GULF ISLAND NATIONAL SEASHORE
And
ESCAMBIA COUNTY, FLORIDA

This general agreement is entered into between the Gulf Islands National Seashore, National Park Service, and Escambia County, Florida.

The purpose of this agreement is to establish a management relationship between Escambia County (hereinafter referred to as the County) and the National Park Service, Gulf Islands National Seashore (hereinafter referred to as the NPS), regarding the use of facilities to provide a gateway to the National Seashore.

Article I. Background and Objectives

The Fort Pickens Area of Gulf Islands National Seashore is a fragile seven-mile long section of barrier island separating Pensacola Bay from the Gulf of Mexico. It comprises the westernmost section of Santa Rosa Island and is adjacent to the community of Pensacola Beach. The Fort Pickens Area is a destination for some 700,000 visitors annually and is one of the largest tourist draws for the heavily tourist-dependent economy of the Pensacola and Pensacola Beach area. In addition to Fort Pickens historic resources, the fort grounds provide visitors with recreational opportunities for swimming, fishing, shelling, hiking, bicycling, camping, and educational opportunities focused on its diverse marine and land ecosystems.

Passenger ferry access to Fort Pickens has been proposed since 1978 and continues to be part of the General Management Plan for Gulf Islands National Seashore. Currently, visitors using an automobile to travel to Santa Rosa Island and Pensacola Beach from Pensacola must travel approximately 8 miles over two highly-traveled bridges and through the community of Gulf Breeze, and a total of 17 miles to Fort Pickens; as such, congestion is a common occurrence.

Benefits from the ferry service include access to Fort Pickens Area during times when automobile travel into the national seashore is not possible due to long-term and short term closures from storm events. In addition to access, the ferry service will provide visitors with a water experience and an opportunity to view the national seashore from the water. A shuttle service at Fort Pickens will provide visitors with an overall enhanced visitor experience and mobility options to various points of interests and recreational destinations within Fort Pickens area.

The ferry vessels route will follow a loop from downtown Pensacola to Fort Pickens to Pensacola Beach (Quietwater Pier) and back to downtown Pensacola with departures in opposite directions. The loop service scenario provides riders with a balance between serving multiple locations at reasonable time intervals and minimizing travel time by offering direct service between any two destinations within the system.

The purpose of the NPS concessioner operated ferry service is to serve as the exclusive water-based provider of transport for visitors to the Fort Pickens Area of the National Seashore from the Pensacola Beach, (Quietwater Pier) and the City of Pensacola.

The County has successfully secured Federal Land Access Program (FLAP) grant funding in 2015, co-sponsored with the NPS, to masterplan facilities and construct (Phase 1) facilities necessary to provide passenger services and loading/unloading for NPS concessioner operated ferry vessels during ferry service operations.

Article II. Authorities

This agreement will govern the relationship and collaboration between the County and the NPS for the next ten years to support of the establishment and operation of passenger ferry service in Pensacola Bay.

A. The NPS enters into this Agreement pursuant to the following legal authorities: 54 U.S.C. § 100301, which provides the NPS the authority to engage in cooperative relationships for the enhancement of the National Park System; and 54 U.S.C. §102102 1a-2(k), which authorizes the NPS to enter into an agreement with a State or local government entity to provide for cooperative management of Federal and State or local park areas where a unit of the National Park System is located adjacent to or near a State or local park area, and cooperative management between the NPS and a State and local government agency or a portion of either park will allow for more effective and efficient management of the parks.

Article III. Responsibilities and Understandings of the Parties

A. The National Park Service and Escambia County jointly agree to:

1. Cooperate on the development of the facilities funded through the Federal Land Access Program grant(s) to plan, design, construct, and use of new facilities for the long term loading/unloading, passenger queuing, and ticket sales for the ferry service.

2. Establish facilities for ferry service operations at the Quietwater Pier located in Pensacola Beach, Florida.

3. Develop and coordinate ferry service information, marketing and support broad media communication strategies to develop and sustain passenger ferry ridership over the life-cycle of this agreement. Coordination may extend to Visit Pensacola/ Pensacola Beach and other tourism non-profit agencies.

B. The NPS agrees to:

1. Provide a long-term professional passenger ferry service, operating under NPS authorization (in conformity with the NPS Concessions Management Improvement Act of 1998, other applicable Federal laws and NPS Policy), that provides ferry service to Fort Pickens Area of Gulf Islands National Seashore with authorized operations at the Quietwater Pier at Pensacola Beach.

2. The NPS concessioner operated ferry service will provide passenger landing and departure related ferry activities at the Quietwater Pier and other facilities as agreed upon by the County and the NPS.

3. Provide direct oversight and management of all aspects of the concession ferry operation to ensure that the concession operation abides by the terms of the NPS agreement with the County, and the concession contract with the NPS.

4. Provide and maintain the ferry pier and support facilities at Fort Pickens Area.

5. Waive the park entrance fee for passenger ferry users through the system establishment period to build and support ridership and keep downward pressure on ferry ticket prices.

6. Provide the NPS concession operated shuttle service at Fort Pickens Area at no-charge to support ferry service.

7. Provide orientation and interpretation of Gulf Islands National Seashore at the adjacent areas near the Quietwater Pier.

8. Provide for safety and public health inspections related to the ferry operation.

9. Provide technical input and support to assist the County with the design, construction and the assigned use of the passenger landing/departure facilities at the Quietwater Pier and adjacent existing development including all signs relating to the NPS ferry service.

10. Coordinate closely with the County concerning preparation of facilities in emergency situations, such as a hurricane.

11. Ensure the NPS ferry operations at the County facilities are conducted according to County standard operating procedures in relationship to such things as pier and boardwalk security and safety.

12. Provide interpretive services on ferries for on-board information and education during ferry operations to support a high-quality visitor experience.

13. Facilitate supplemental agreements with the County and NPS concessioner for access and use of the facilities assigned for the ferry service.

14. Manage and coordinate ferry schedules with the County to effectively manage ferry

operations and navigation in and out of the Quietwater Pier.

C. Escambia County agrees to:

1. Provide the planning, design, construction and access to the facilities at Quietwater pier as outlined and funded in Phase 1 and future phases of the Federal Lands Access grant (FLAP) cosponsored with the NPS and the County. All aspects of the related facilities including the ferry dock and pier access, the Portofino boardwalk and ramps, public restrooms, adjacent parking area drop-off and parking will meet ADA standards.

2. Provide signs, monitoring and controls to ensure exclusive access to the T-dock extension for the NPS concessioner operated ferry vessels during ferry service operations.

3. Provide access to existing and related (Phase 1) facilities for use and support of the NPS ferry operation to provide passenger loading/unloading, passenger queuing, and ticketing and information services during ferry service operations.

   Use of existing facilities and services include:
   a. Public access to Quietwater pier, T-dock, and Portofino boardwalk.
   b. Public Access to existing public restrooms located nearest to the Quietwater pier on the Portofino boardwalk.
   c. Public access to the designated ADA parking spaces at the existing parking lots for the Portofino Boardwalk and the large surface lots across Via de Luna for public parking.
   d. Public access to the Escambia County bus system and the Santa Rosa Island Authority trolley service, and any future public transit developed for ferry service drop-off at Quietwater pier.

   Phase 1 Ferry system facilities include:
   a. Ferry arrival dock (new extension to existing T-dock)
   b. Orientation to National Seashore, wayfinding and information signs consistent with NPS branding and ferry departure/landing gateway sites
   c. Shaded interim ticketing kiosk and counter
   d. Upgraded, ADA accessible boardwalk ramp to the Quietwater pier.
   e. Electrical utility extension and site lighting at the (new) ferry arrival dock.
   f. Vehicle loading /unloading zone next to the Portofino boardwalk entrance across from the Quietwater pier.

4. Work collaboratively with the City of Pensacola, Visit Pensacola, other tourism non-profit agencies, and the NPS to develop and implement a comprehensive way-finding system at the departure site as well as along access routes to the area. Some of the wayfinding signs may fall within the Pensacola Beach commercial center. The County will coordinate with the NPS in obtaining the proper permits and approvals.

5. Assume responsibility for the long-term maintenance and regular cleaning of the existing facilities (public restroom, boardwalk, ramp, way finding signs, and public pier), Phase 1 and future phase facilities developed at the Quietwater pier landing site.

6. Assume the utility costs for the Phase 1 and future phase facilities during the ferry service establishment period to build and support ridership and keep downward pressure on ferry ticket prices.

7. Removal/cleanup of any storm related debris at the Quietwater Pier and Portofino Boardwalk area and parking, and to work with the NPS to re-establish ferry operations as soon as feasible after a major storm event.

8. Ensure the facilities at the Quietwater Pier ferry departure site are covered under the County's general property insurance policy to enable replacement/repair of the facilities should said facilities be damaged by natural disaster, vandalism, fire, etc.

9. Coordinate the activities with Portofino boardwalk commercial area tenant with the NPS to reduce conflicts and support ferry schedule and general ferry operations.

10. Provide emergency services to protect and support the ferry service facilities, passengers and personnel through local emergency response system.

11. Develop a "no-fee" facility assignment agreement with NPS concession operator.

Article IV. Term of Agreement

Unless earlier terminated through the terms of this Agreement, or by agreement of the parties in writing, this Agreement will be in effect for a period of ten (10) years beginning on the date the last signature is affixed to this Agreement.

Article V. Modification

This Agreement may be modified, extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the County.

Article VI. Key Officials

A. The personnel specified below are considered essential to the successful coordination and communication between the [partner or partners] and the [park or NPS program] for the work to be performed pursuant to this Agreement. Upon written notice to all the other parties, that party may designate an alternate to act in place of the designated Key Official, or designate a new Key Official.

For Gulf Islands National Seashore:

Superintendent, Gulf Islands National Seashore
1801 Gulf Breeze Parkway
Gulf Breeze, FL 32563
FL office: 850-934-2613
Email: GUIS Superintendent@nps.gov

Escambia County:

County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 3502
Phone: (850) 595-4947
Cell: (850) 490-5905
Email: jrbrown@myescambia.com

B. Changes in Key Officials: Either party may make a change in its key officials after providing written notice to the other party within sixty (60) days of the proposed change. The notice will include an explanation with sufficient detail to permit evaluation of the impact of such change on the activities and requirements specified in this Agreement. Such changes would not require formal modification of this Agreement but will be memorialized in an informal addendum signed by both parties and maintained in the administrative record.

Article VII. Standard Clauses

A. **Non-Discrimination:** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.

C. **Prior Approval:** The County shall obtain prior written approval from the NPS before:

1. Entering into third-party agreements of a material nature regarding this agreement;
2. Assigning or transferring this Agreement or any part thereof;
3. Constructing any structure or making any improvements to the assigned ferry operation facilities.

4. Releasing any public information that refers to the Department of the Interior, the NPS, Gulf Islands National Seashore, or any NPS employee, this Agreement or the projects contemplated hereunder.

D. **Compliance with Applicable Laws:** This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.

E. **Disclaimers of Government Endorsement:** The County will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the County's business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by the Partners to NPS, and from authorizing an inclusion of such recognition in materials generated by the County related to this Agreement.

F. **Modifications:** This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the County.

G. **Waiver:** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

H. **No Agency:** The County is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the County represent themselves as such to third parties. The NPS is not an agent or representative of the County, nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the County and the NPS.

I. **Non-Exclusive Agreement:** This Agreement in no way restricts either the NPS or the County from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

J. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such

provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Article VIII. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

FOR ESCAMBIA COUNTY:

11/2/2015

Mr. Steven Barry, Chairman
Board of County Commissioners, Escambia County, Florida — Date

Approved as to form and legal sufficiency.
By/Title:
Date: 10/22/15

BCC Approved 10-22-2015

ATTEST:

Pam Childers
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

By:
Deputy Clerk — 11/2/2015 Date

FOR Gulf Island National Seashore, National Park Service:

11/5/15

Mr. Daniel R. Brown
Superintendent, Gulf Island National Seashore — Date