GENERAL AGREEMENT
Between the
NATIONAL PARK SERVICE
GULF ISLAND NATIONAL SEASHORE
And
CITY OF PENSACOLA

This general agreement is entered into between the Gulf Islands National Seashore, National Park Service, and the City of Pensacola.

The purpose of this agreement is to establish a management relationship between the City of Pensacola (hereinafter referred to as the City) 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 NPS concessioner operated ferry service will be established in 2017 and provide Fort Pickens with alternative transportation access for visitors in addition to Fort Pickens Road. The ferry will operate between the months of March through October and be optimized to meet seasonal demand and service feasibility. Hours of operation will be established to provide optimal service for ridership, operational needs, and Pensacola area events.

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 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 City of Pensacola, and Pensacola Beach (Quietwater Pier).

The City of Pensacola has successfully secured Federal Land Access Program (FLAP) grant funding in 2014 and 2015, co-sponsored with the NPS, to plan and construct facilities necessary to provide long-term berthing and operating facilities for NPS concessioner operated ferry service base of operations.

Partnership opportunities from the ferry system connection between Fort Pickens, Pensacola and Pensacola Beach will contribute significantly to the tourist-driven economy of the greater Pensacola metropolitan area. The ferry system will benefit the national seashore not only by protecting natural resources, but by enhancing visitor experiences and visitor safety. The ferry system will provide visitors to the area a means to avoid long, and often congested, automobile travel and the boat ride itself would be a pleasurable visitor experience.

Article II. Authorities

This agreement will govern the relationship and collaboration between the City and the NPS for the next ten (10) 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 The City of Pensacola jointly agree to:

1. Cooperate on the development of the facilities funded through the Federal Land Access Program (FLAP) grants to plan, design, construct, and use new facilities required for the long term berth for the NPS concessioner operated vessels, passenger services, and serve as the site for the Pensacola Bay Ferry Service base of operations.

2. Establish a general agreement between the City and NPS to secure the long-term use of developed facilities for the passenger ferry service operations out of Commendencia Slip at the Port of Pensacola.

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 and other tourism non-profit agencies.

4. Work cooperatively to develop a renewable, renegotiable, term-based lease agreement with the NPS concessioner to occupy and utilize all aspects (dock access, buildings, parking, grounds, etc.) of the landside and waterside elements developed for the City ferry departure site.

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 passenger ferry service from the City to Fort Pickens Area of Gulf Islands National Seashore with authorized operations to Quietwater Pier at Pensacola Beach.

2. Require the NPS concessioner to operate from Commendencia Slip water and land facilities developed for this service near the Port of Pensacola and Plaza de Luna, and utilize designated parking near Commendencia Slip as agreed upon by the City and 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 City, and the concession contract with the NPS.

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

5. Waive the park entrance fee for ferry passengers for a minimum of five (5) years to support the passenger ferry service start-up to build and support ridership, and keep downward pressure on ferry ticket prices.Provide the NPS concession operated shuttle service at Fort Pickens Area at no-charge to support ferry service.

6. Provide orientation and interpretation of Gulf Islands National Seashore within the ferry service departure site building and grounds at Commendencia Slip, Port of Pensacola.

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

8. Provide technical input and support to assist the City with the design of the ferry service gateway building, parking and grounds at the Commendencia Slip ferry dock, and all signage relating to the NPS ferry operation (including wayfinding signage

located within the City center.)

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

10. Ensure the operations within City facilities are conducted according to City standard operating procedures in relationship to such things as building and dock security and safety.

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

12. Facilitate supplemental agreements with the City and NPS concessioner for base of operations and facilities assignment lease.

13. Manage and coordinate schedules with the Port to effectively manage ferry operations in and out of Commendencia Slip.

C. City of Pensacola agrees to:

1. Develop landside and waterside elements described in 2014 & 2015 FLAP Grants for the City ferry service according to American with Disabilities (ADA) standards.

2. Coordinate the provision of directional and parking signs to support access to the Commendencia Slip docks for the NPS concessioner operated ferry vessels.

3. Develop the building and grounds for the principal and primary occupancy and use of the NPS concession ferry operation to provide passenger arrival staging, ferry ticketing, concession sales, orientation to National Seashore, operations office space, public restrooms, storage for minor vessel maintenance items, shaded passenger queuing, ferry docks and breakwater.

   Identified landside and waterside elements include:

   a. A conditioned, accessible, building approximately 1,200 square feet, for passenger arrival, ferry ticketing, concession sales, passenger orientation, operations office space, public restrooms, and storage for minor vessel maintenance items and spare parts.
   b. Suitable, designated ferry loading/unloading docks at the Commendencia Slip, Port of Pensacola. Breakwater will be provided, as needed, based on appropriately engineered recommendations for ferry vessel protection.
   c. Shaded outdoor passenger staging area with associated site furnishings including benches, bicycle racks, trash receptacles, and site lighting.
   d. Directional, informational and identification signs, and orientation waysides for passenger orientation, sense of arrival and wayfinding in collaboration with others including the NPS, FDOT, Escambia County and other engaged partners.

e. Metered utility services and connections to the ferry docks, buildings and grounds. Utility connections will allow for vessel fuel hook-up, sewage pump-out, water and electric service.
f. Between 80 and 100 identifiable parking spaces located near Commendencia Slip public lot for use by ferry passengers and identify an additional 60 to 80 parking spaces within a 3 to 4 block walking distance that will also be available for ferry passengers.
g. Between 8 and 10 identifiable parking spaces located near Commendencia Slip public lot for RV/bus parking spaces for ferry service access.
h. Designated, accessible vehicle loading /unloading area for passenger drop-off adjacent to the ferry gateway building and grounds at the Commendencia Slip, Port of Pensacola.
i. Docks, utilities, and accessible gangway for three ferry service vessels for side-loading vessels approximately 73' in overall length, 29' in beam, and an approximate draft of 6'.

4. Work collaboratively with Escambia County, 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 City will coordinate with the NPS in obtaining the proper permits and approvals.

5. Develop maintenance strategy and share responsibility for the long-term maintenance of the building, grounds, ferry docks, breakwater, parking, and the way finding system for the Commendencia Slip departure site. Further definition of maintenance requirements shall be developed for incorporation with NPS concessioner lease agreement.

6. Develop utility costs/assignment as part of the NPS concessioner lease agreement for the occupancy and use of the building, grounds, ferry docks, breakwater as needed, designated parking, and the wayfinding system for the Commendencia Slip departure site. Further definition of utility cost requirements shall be developed for incorporation with NPS concessioner lease agreement.

7. Agrees to waive water and landside facility occupancy or use fees (separate from the City negotiated maintenance and utility responsibilities) for five (5) years to support the passenger ferry service start-up to build and support ridership, and keep downward pressure on ferry ticket prices. After the five (5) year waiver period, the City may negotiate an appropriately competitive water and landside facility occupancy and use fee for incorporation with NPS concessioner lease agreement Prior to the end of the five (5) year waiver period, if documented ferry ridership should meet or exceed 70,000 passengers annually for two consecutive years, then the City reserves the right to review and renegotiate the terms of the waiver with the NPS concessioner and appropriately amend its lease agreement with same.

8. Provide removal/cleanup of any storm related debris in the area of the Commendencia Slip ferry building and grounds, and to work with the NPS to re-establish ferry operations as soon as feasible after a major storm event.

9. Provide for adequate insurance coverage to enable replacement and repair of the ferry service facilities at Commendencia Slip caused by damage from natural disaster, vandalism, fire, etc. Further information describing insurance provisions and requirements shall be developed for incorporation with NPS concessioner lease agreement.

10. Coordinate Port and Plaza de Luna activities to reduce conflicts and support the ferry schedule and general ferry operations, including coordination of parking and access during City events impacting public parking, coordination of navigable access into Commendencia Slip docks during port maintenance and repair, and or others as necessary to support effective ferry operations.

11. Include provisions as required to provide typical emergency services such as law enforcement, fire department and ambulance response to protect and support the ferry service. Further definition of emergency services requirements shall be developed for incorporation with NPS concessioner lease agreement.

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 and Termination

This Agreement may be modified by either party through negotiation and a written instrument executed by both parties.

Article VI. Key Officials

A. The personnel specified below are considered essential to the successful coordination and communication between the City and the NPS 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.

City of Pensacola:
City Administrator
222 W. Main St.
Pensacola, FL 32502
850-435-1694
eolson@cityofpensacola.com

Port of Pensacola
Port Director
700 South Barracks Street
Pensacola, FL 32502
850-436-5070
amiller@portofpensacola.com

For Gulf Islands National Seashore:
Superintendent, Gulf Islands National Seashore
1801 Gulf Breeze Parkway
Gulf Breeze, FL 32563
FL office: 850-934-2613
FAX: 850-916-3026
Email: GUIS Superintendent@nps.gov

B. Changes in Key Officials: Either party may make a change in its key officials after providing written notice to the other party within thirty (30) 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 City 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 inside the assigned ferry operation buildings and grounds, which approval may not be unreasonably withheld.
4. Releasing any public information that refers to the Department of Interior, the NPS, Gulf Islands National Seashore, or any NPS employee, this Agreement or the projects contemplated hereunder, unless release of such information is required by State or

Federal law, in which case only prior notification to the NPS shall suffice.

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 City 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 City'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 City 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 City.

G. **Waiver**: No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving parties. 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 City is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the City represent themselves as such to third parties. The NPS is not an agent or representative of the City, 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 City and the NPS.

I. **Non-Exclusive Agreement**: This Agreement in no way restricts either the NPS or the City 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 THE City of Pensacola:
Approved:

FOR

Mr. Ashton Hayward, III, Mayor
City of Pensacola, FL

11/24/2015
Date

Attest:

Ms. ~~Ericka Burnett~~ ROBYN M. TICE
ASST. City Clerk, Pensacola, FL

Approved as to content:

Ms. Amy Miller, Port Director, Port of Pensacola
City of Pensacola, FL

Legal in form and valid as drawn:

Ms. Lysia H. Bowling
City Attorney, Pensacola, FL

FOR Gulf Island National Seashore, National Park Service:

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

11/30/15
Date