



**Jim Scholl**  
City Manager



**THE CITY OF KEY WEST**

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August 12, 2019

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City Manager  
City of Key West  
1300 White Street  
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Pedro Ramos  
Group Superintendent  
South Florida National Parks  
40001 State Road 9336  
Homestead, FL 33034

RE: Non-Binding Letter of Intent for the City of Key West to enter into a use agreement with a Concessioner of the National Park Service for Access to a Key West Embarkation Site

The City of Key West (City) recognizes Dry Tortugas National Park is administered by the Director of the National Park Service (NPS) as a unit of the national park system to conserve the natural and historic resources therein and to provide for the public enjoyment unimpaired for the enjoyment of future generations. Contracted passenger ferry service from Key West to Garden Key is necessary to accomplish these purposes.

The City further recognizes Dry Tortugas National Park is a valued partner in tourism development for Key West and intends to grant a use agreement directly to the next Concessioner contracted by NPS to operate a passenger ferry service from the Key West to Garden Key under the terms and conditions described below:

1. Description of Use Agreement: The City will enter into a use agreement with the Concessioner selected by the Director of NPS to operate passenger ferry service from the Key West Embarkation Site, currently the Key West Ferry Terminal. As the City is not a party to the contract between the Director and the Concessioner, all parties acknowledge that the contract and the use agreement address rights and obligations that, while separate and independent, nevertheless require performance in part at the same location.
2. Requirements of the City of Key West: Contingent upon compliance with all applicable regulations, the City will agree to make available to the Concessioner for use as the Key West Embarkation Site for services under the contract between the NPS and the Concessioner, adequate facilities located at the Key West Ferry Terminal. The use agreement will require similar responsibilities as the use agreement currently granted for

*Key to the Caribbean – Average yearly temperature 77° F.*

these services. The City will also agree to notify NPS, consistent with the notification requirements within its use agreement with the Concessioner, of any material breach by the Concessioner of the use agreement that may, and any termination of the use agreement that will, affect the beginning and end point of the required visitor services provided by the Concessioner under the contract with NPS.

3. Requirements of the National Park Service: NPS will enter into use agreement contract with the successful Offeror for passenger ferry service from Key West to Garden Key including interpretive tours and equipment rentals. The Director does not own or administer wharves in the City of Key West, Florida sufficient to serve as the embarkation point for the Concessioner to provide the required visitor services under the contract. NPS will agree to notify the City of any material breach by the Concessioner of the contract that may, and any termination of the contract that will, affect the usage of the Key West Embarkation Site by the Concessioner.
4. Requirements of the Concessioner: The NPS requires the Concessioner to enter into an agreement, effective no later than the effective date of the contract, with the City for the services under the contract between the NPS and the Concessioner. The Contract and the Concessioner's use and occupancy of the Key West Embarkation Site will be contingent upon the Concessioner executing simultaneously with this contract, a use agreement with the City that will become effective on or before the period of coverage of the contract.
5. Term of Use Agreement: The term of the use agreement, at a minimum, will be concurrent with the term of the contract between the NPS and the Concessioner and, therefore, effective on or before November 1, 2020, for the term of ten and one half (10.5) years until expiration on April 30, 2031.
6. Compensation: The fee for the lease of the Key West Embarkation Site will be payable to the City of Key West and is projected to require minimum and/or percentage rent.

If the National Park Service is in agreement with the terms and conditions for the use agreement outlined above, please accept this Letter of Intent demonstrating our ongoing commitment to a strong partnership between the City and NPS.

Very Sincerely,



Jim Scholl  
City Manager