

**GENERAL AGREEMENT**  
**Between the**  
**NATIONAL PARK SERVICE**  
**GULF ISLANDS NATIONAL SEASHORE**  
**and the**  
**CITY OF PENSACOLA**

This general agreement (Agreement) is entered into between the Gulf Islands National Seashore (hereinafter referred to as the 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 (hereinafter referred to as the NPS), Gulf Islands National Seashore, regarding the use of facilities to provide a gateway to the National Seashore. The Port of Pensacola is added for approval of content and receipt of notice, but is not a party to this Agreement.

**Article I. Background and Objectives**

The Fort Pickens Area of Gulf Islands National Seashore (sometimes referred to herein as the 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.

The purpose of this Agreement is to establish a relationship between the parties regarding operation and management of a passenger ferry service in Pensacola Bay for the use of visitors to the national seashore. 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. Traffic congestion is a common occurrence. The ferry service will provide an uncongested access to the seashore, further, it will provide access to Fort Pickens Area during times when automobile travel into the national seashore is not possible due to either short-term or long-term closures of Fort Pickens Road from storm events.

Very importantly, the ferry service will provide NPS visitors a unique opportunity to experience the Seashore, which includes some of the waters of Pensacola Bay, from the water. NPS has determined that the service will protect natural resources because it will reduce air pollution and reduce reliance on automobiles, and, moreover, it will provide educational and pleasurable recreational experiences.

The ferry service will be operated by an NPS concessioner. The ferry will operate at least from the months of March through October and be optimized to meet seasonal demand. Hours of operation will be established to provide optimal service for ridership, operational needs, and Pensacola area events. The terms and conditions of the relationship between the City and the NPS concessioner will be set forth in a lease or assignment agreement (hereinafter the Lease) to be negotiated between the City and the concessioner. The Lease shall be consistent with this Agreement, in particular with the provisions regarding use fees or rent.

The ferry route will follow a loop from downtown Pensacola to Fort Pickens and Pensacola Beach (Quietwater Pier) and back to downtown Pensacola. The City's ferry departure site is part of a public waterfront development that includes Plaza de Luna park. The departure site will include shaded seating areas from which visitors can view and enjoy Pensacola Bay. Providing water access through the ferry service will assist both the City and the Seashore in efficient and effective management of their park facilities.

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 the ferry service's base of operations.

## **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 the establishment and operation of the passenger ferry service.

- A. The NPS enters into this Agreement pursuant to the following legal authorities: 54 U.S.C. § 101702, which provides the NPS the authority to engage in cooperative relationships for the enhancement of the National Park System; and 54 U.S.C. § 101703, 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) to provide long term berthing of the ferry vessels, services to passengers, and to provide the base of operations for the ferry service.
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, 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.
3. Provide oversight of all aspects of the concession ferry operation to ensure that the concession operation abides by the terms of this Agreement, and with the concession contract with the NPS. The concession contract shall control the relationship of NPS with the concessioner.
4. Provide and maintain the ferry pier and support facilities at Fort Pickens Area.
5. Waive the park entrance fee for ferry passengers to support the passenger ferry service start-up and to build and support ridership, and to keep downward pressure on ferry ticket prices. Entrance fees for ferry passengers may be re-evaluated in the future once ferry ridership is well established and/or ferry service becomes the sole public access to Fort Pickens.
6. Provide shuttle service at Fort Pickens Area to support the ferry service.
7. Provide orientation and interpretation of Gulf Islands National Seashore within the ferry service departure site at Commendencia Slip, Port of Pensacola.
8. Provide for safety and public health inspections related to the ferry operation.
9. Provide technical input and support to assist the City with the design of the ferry service departure site 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.)
10. Coordinate closely with the City concerning preparation of facilities in emergency

situations, such as a hurricane.

11. Provide interpretive services on ferries for on-board information and education during ferry operations to support a high-quality visitor experience.
12. Facilitate facilities assignment lease agreement between the City and NPS concessioner for base of operations.
13. Require concessioner to manage and coordinate schedules with the Port of Pensacola 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 and 2015 FLAP grants for the ferry service according to Americans with Disabilities Act (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, and ferry docks.

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.
- 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 include vessel sewage pump-out, water and electric service.
- f. Vehicle parking for ferry passengers estimated at 140 to 160 automobile spaces and 8 to 10 RV/bus spaces. City currently has enough spaces to sufficiently meet such estimated demand, within a 1000 ft. radius of the project site.
- g. 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.

- h. Docks, utilities, and accessible gangway for two side-loading passenger ferry vessels approximately 72 ft. in overall length, 29 ft. in beam, and approximate freeboard of 6 ft.
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 way finding signs may fall within the Pensacola Beach commercial center. The City will obtain any necessary permits and approvals.
5. Develop strategy for the long-term maintenance of the building, grounds, ferry docks, parking, and the way finding system for the Commendencia Slip departure site. Further definition of maintenance requirements shall be developed as part of Lease negotiations.
6. Develop utility costs/assignment as part of the Lease. Further definition of responsibility for utility costs shall be developed as part of Lease negotiations.
7. Agree to waive water and landside facility occupancy or use fees (separate from the City negotiated maintenance and utility responsibilities) for ten (10) years to support the passenger ferry service start-up to build and support ridership, and to keep downward pressure on ferry ticket prices. After the ten (10) year waiver period, the City may negotiate an appropriately competitive water and landside facility occupancy and use fee for incorporation into the Lease. If, prior to the end of the ten (10) year waiver period, 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 amend the Lease accordingly.
8. Provide removal/cleanup of any storm related debris in the area of the Commendencia Slip ferry building and grounds, and work with 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, or other casualty. Further definition of responsibility for insurance requirements and insurance costs shall be developed as part of Lease negotiations.
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 as otherwise necessary to support effective ferry operations.
11. Provide typical emergency services such as law enforcement, fire department and ambulance response to protect and support the ferry service.

**Article IV. Term of Agreement**

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, unless earlier terminated by agreement of the parties in writing.

**Article V. Dispute Resolution and Termination**

The parties will cooperate in good faith to achieve the objectives of this Agreement and to avoid disputes. The parties will use good faith efforts to resolve disputes at the lowest organizational level and, if a dispute cannot be so resolved, the parties will then elevate the dispute to the appropriate officials within their respective organizations. The disputes covered by this provision shall include, without limitation, disputes over whether this Agreement shall be terminated. In the event that either party desires to unilaterally terminate this Agreement, it shall give written notice to the other party sixty (60) days before the desired effective date for such termination; such notice shall include a statement of the reasons for the desired termination. The parties shall thereafter attempt to negotiate a resolution to any issues giving rise to the desire for termination and the parties shall attempt to resolve any underlying matters in accordance with this provision. The parties acknowledge the particular importance of this Agreement to the NPS as it is necessary for the NPS’s ferry concession operation and agree to use every good faith effort to avoid termination by the City.

**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 Street  
Pensacola, FL 32502  
850-435-1694  
[eolson@cityofpensacol.com](mailto:eolson@cityofpensacol.com)

Port of Pensacola  
Port Director  
700 South Barracks Street  
Pensacola, FL 32502  
850-436-5070  
[amiller@portofpensacola.com](mailto:amiller@portofpensacola.com)

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 before the effective date 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 the 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 are subject to all applicable laws, regulations and management policies including, without limitation, 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 United States 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 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 are neither an agent nor representative of the United States, the Department of the Interior, or the NPS, nor will the City represent itself as such to third parties. The NPS is neither an agent nor 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. The participation of each party to this Agreement in activities conducted pursuant to this Agreement is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of NPS employees acting within the scope of their employment shall be adjudicated pursuant to the Federal Tort Claims 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, U.S.C. Section 8101 et seq., or such other federal legal authority as may be pertinent.
- 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:**

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

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Ms. Ericka Burnett, City Clerk  
City of 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 Islands National Seashore, National Park Service:**

\_\_\_\_\_  
Mr. Daniel R. Brown  
Superintendent, Gulf Islands National Seashore

\_\_\_\_\_  
Date