

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF ANNA MARIA AND MANATEE COUNTY
REGARDING WATER TAXI DOCKAGE**

THIS INTERLOCAL AGREEMENT is made and entered into by the CITY OF ANNA MARIA, a Florida municipal corporation ("hereinafter referred to as "City"), the MANATEE COUNTY, a political subdivision of the State of Florida, ("hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Florida Statutes Chapter 163, the Florida Interlocal Cooperation Act of 1969, provides that local governmental units may enter into Interlocal Agreements for the purpose of making the most efficient use of their powers through cooperation and coordination; and

WHEREAS, the City is the legal owner of property in the City of Anna Maria, known as the Anna Maria City Pier (hereinafter referred to as "Pier"); and

WHEREAS, nothing in this Agreement shall be construed as relinquishing any of the City's ownership interest in, or control of, the Pier; and

WHEREAS, Manatee County is developing a plan to provide water taxi service between the City of Bradenton, Anna Maria City Pier and Bradenton Beach Pier; and

WHEREAS, for the water taxi to dock on the Anna Maria Pier, a majority vote approving the plan by the Anna Maria City Commission is required; and

WHEREAS, the purposes of the water taxi are:

- To relieve automobile congestion coming to and from the island, and
- To provide an affordable means of public transportation to and from the island for visitors, residents and workers; and

WHEREAS, the City and the County have determined that it is in the best interest of the public and of the residents of the County and the City, to allow dockage of a water taxi on the Pier;

NOW THEREFORE, in consideration of the premises set forth hereinabove, the terms of which are incorporated herein, the mutual promises herein set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Recitals.

The foregoing Whereas clauses are accurate, are incorporated herein by reference, and are made a part hereof.

Section 2. Authority.

This Agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes, and shall be filed with the Clerk of the Circuit Court of Manatee County upon its adoption by the parties.

Section 3. Terms and Conditions.

- a. The Water Taxi route must include service between downtown Bradenton and the Anna Maria City Pier on every regular scheduled day of operation, weather permitting. Any scheduled route for the Water Taxi must include the City of Anna Maria both coming and going to and from downtown Bradenton. No route shall return to Bradenton without having Anna Maria as its last stop before Bradenton. Elimination of this route negates this interlocal agreement.
- b. The cost of any improvements, permits or any required studies (and subsequent maintenance of any improvements) required for dockage of the Water Taxi vessel or for the entire pier are the responsibility of Manatee County and/or its contractor. Subsequent maintenance of the cost thereof for the dockage area shall remain the responsibility of the County and/or its contractor.
- c. The County assumes the entire legal liability for the operation of the Water Taxi service. Liability due to negligence or intentional acts caused by the Water Taxi operator shall be the responsibility of the County. Nothing herein shall constitute a waiver of sovereign immunity that the County or the City are entitled to under Sec. 768.28, Florida Statutes.
- d. The County agrees to provide a detailed plan ("Plan") in advance to the Anna Maria City Commission for approval showing the proposed landing area on the pier and any modifications or improvements required for the dockage and the Pier. The City has the right to cancel this Agreement if it finds that such modifications or improvements are unsatisfactory to the City. The Plan is attached hereto as Exhibit "A".
- e. All workers' fares between Anna Maria and Bradenton shall be subject to approval of the City to ensure that fares for workers are affordable.
- f. The County and/or the Water Taxi company shall be responsible for the costs of creating and maintaining ADA-compliant dockage at the Anna Maria City Pier and for any other ADA required modification or changes to the remainder of the Pier for the use of the water taxi.

Section 4. Term.

This Agreement shall commence upon filing of this Agreement among the official records of Manatee County and continue through December 31, ____, unless terminated earlier by one or more of the parties hereto pursuant to Sec. 6(i).

Section 5. Notices.

All notices required under this Agreement shall be made in writing and served by registered or certified mail, return receipt requested, addressed to:

For City of Anna Maria: Anna Maria City Clerk
P.O. Box 779
Anna Maria, Florida 34216

For Manatee County: _____

Section 6. Miscellaneous Provisions.

- a. Prior Agreements. This Agreement represents the entire Agreement among the parties and supersedes any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein. Prior agreements, negotiations, or understandings, if any, shall have no force or affect whatsoever on this Agreement.
- b. Amendments. No modification, addendum, or amendments of any kind whatsoever may be made to this Agreement unless approved in writing and signed by the parties to this Agreement.
- c. Assignment. No assignment, delegation, transfer, or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement.
- d. Third Party Beneficiaries. The parties hereby acknowledge and agree that it is not the intent of any party to this Agreement to confer any rights on any persons or entities other than the parties to this Agreement. No person or entity not a party to this Agreement shall have any claim or cause of action against any party for the failure of any party to perform in accordance with the provisions of this Agreement except as may be provided by law.
- e. Sovereign Immunity. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the parties under Section 768.28, Fla. Stats. The parties shall each be and act as an independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the parties and/or their respective governmental agencies. None of the personnel under contract to, employed by or volunteering for any of the parties shall be deemed in any way to have any contractual relationship with the other parties and/or their respective agencies. Each party shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.
- f. Indemnification. As provided for under common law, and to the extent specifically authorized by Section 768.28, Fla. Stats., County hereby agrees to indemnify and hold the

City harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the County and which are not caused or materially contributed to by any officer, employee, agent or other representative of the City. It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28 (5), Fla. Statutes.

- g. Disputes. If there is a question or dispute about the construction, operations, or effect of this Agreement, a party shall initiate and proceed through the conflict resolution procedures established in Chapter 164, Fla. Statutes. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in Chapter 164, a party may file an action in the 12th Judicial Circuit Court.
- h. Default and Waiver. In the event that any party shall fail to perform any of its obligations hereunder, another party shall deliver written notice thereof to all parties specifying the nature of the failure with reasonable detail. Upon receipt thereof, the defaulting party shall forthwith proceed to correct any such failure to perform and shall be allowed reasonable time to do so. Any failure or refusal of any party to enforce any term or condition of this Agreement shall not be any waiver thereof or any waiver of any right to enforce any term or condition in the future.
- i. Termination. Any party to this Agreement may terminate this Agreement with or without cause, upon giving 30 days written notice to the other parties. Upon such termination, all obligations of the parties under this Agreement shall cease.
- j. Severability. If any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.
- k. Filing with Clerk of the Court. This Interlocal Agreement and all subsequent amendments hereto shall be filed in the official records of Manatee County, Florida, within ten days of its execution by all parties hereto.
- l. Insurance. The Water Taxi company shall be required to have liability insurance through a company licensed to do business in Florida in an amount not less than two million dollars (\$2,000,000) per claim, and the City of Anna Maria must be an additionally named insured under such policy.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement to be effective upon recording.

ATTEST:

CITY OF ANNA MARIA

LeAnne Addy, City Clerk

By: _____
Dan Murphy, Mayor

Approved as to form and legality:

Gretchen “Becky” Vose, City Attorney

ATTEST:

MANATEE COUNTY, FLORIDA

By: _____