

## **WATER TAXI OPERATING AGREEMENT IN MANATEE COUNTY FLORIDA**

**THIS OPERATING AGREEMENT** (“Operating Agreement”), is made and entered into this 15th day of June, 2023, by and between MANATEE COUNTY, a political subdivision of the State of Florida, (the “County”), and Gulf Coast Water Taxi LLC, a Florida limited liability company, 615 Pinellas Street, Unit 2, Clearwater, Florida 33756, hereinafter referred to as (the “Corporation”), (collectively, the “Parties”).

**WHEREAS**, the County desires to provide water taxi services connecting various areas that are exclusively within Manatee County, such as the Coquina Beach Boat Dock and the Cities of Bradenton, Anna Maria Island, and Bradenton Beach (the “Areas”); and

**WHEREAS**, this proposed water taxi service is in the best interest of the County as it will help alleviate traffic to and from the aforementioned Areas; and

**WHEREAS**, this Agreement details the operation of such water taxi service within the County and how the County intends to subsidize a portion of this alternative public transportation system during the initial phase of this pilot program; and

***NOW, THEREFORE, the County and Corporation, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:***

- 1. RECITALS – the recitals above are incorporated herein by reference.**
- 2. PROVISION OF WATER TAXI SERVICE.**

The Corporation agrees to provide scheduled Water Taxi services connecting the Areas as detailed in Exhibit A – Scope of Work, following the expansion of routes as detailed in Exhibit B – Route, following the precise in-season and off-season plans as detailed in Exhibit C – Time and Route Schedules, charging the public no more for this service than is detailed in Exhibit D – Schedule of Fees. In the event of ambiguity between this Agreement and the Exhibits, this Agreement shall prevail.

The County acquired two (2) 49 passenger vessels (the Purchase Vessels or Water Taxis). The Corporation contemplates utilizing the County’s subsidy, as detailed in Exhibit A – Scope of Work, to operate the scheduled water taxi service. Purchase Vessels shall remain in service within Manatee County only and shall be utilized exclusively for the provision of Water Taxi service and a failure to do so shall constitute a default under this Agreement.

If the Corporation fails or ceases to provide Water Taxi Service after commencement, or fails to cure any defaults, pursuant to the terms and conditions of this Agreement, then the County may terminate this Agreement. The County will remain owner of the Purchase Vessels, and the Corporation shall maintain and insure such vessels during all terms of this Agreement. Vessels may be inspected by County from time to time to ensure all safety measures and regulations are maintained.

**3. TIME OF PERFORMANCE.** The initial Contract Term shall commence on July 1, 2023, and end June 30, 2028. Toward the end of the initial five (5) year term, the County and Corporation may initiate subsequent renewals for three, one-year contract terms. Either party must provide written notice, to the other, of its intention to renew this Agreement for a subsequent contract term no later than ninety (90) calendar days prior to the expiration of the current contract term. No additional contract terms are contemplated by this Agreement. If the County requires Water Taxi service upon the conclusion of all contemplated contract terms under this Agreement, it may solicit such service consistent with Manatee County procurement guidelines.

**4. COMPENSATION.** The County will pay the Corporation an annual sum not to exceed \$400,000.00. Exhibit A – Scope of Work details the contemplated annual compensation during the five-year term of this Agreement. The County may, from time to time, require changes to this Agreement or Exhibits. Such changes may include modification to the Corporation's compensation and Scope of Work, which must be mutually agreed upon between the Parties and shall be effective when such changes are incorporated via written amendment to this Contract. The Executive Director is delegated the authority to effectuate such changes and amendments by the Manatee County Board of County Commissioners, except where otherwise indicated elsewhere in this Agreement or Exhibits.

**5. METHOD OF PAYMENT.** The Corporation's invoices for the monthly subsidy, as detailed in Exhibit A, shall be submitted to the County for approval for payment on a Net 45 basis. The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation of the County's budget.

**6. NOTICES.** All notices, comments, consents, objections, approvals, waivers, and elections which either Party shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, certified mail, prepaid with confirmation of delivery requested, or facsimile transmission. All such communications shall be addressed to the applicable addresses set forth below or as any party may otherwise designate in the manner prescribed herein.

To the County:

Executive Director  
Manatee County Convention and Visitors  
Bureau  
P.O. Box 1000  
Bradenton, FL 34206  
(941) 729-9177  
(941) 729-1820 (fax)

To Gulf Coast Water Taxi, LLC:

Patricia S. Rodriguez, President  
615 Pinellas Street, Unit 2  
Clearwater, FL 33756  
(727) 755-0297 (office)  
(727) 442-7433 (fax)

**7. USE OF COUNTY/CITY DOCKAGE AND UPLAND AREA.** The County grants the Corporation a license to occupy and use the County dockage and adjacent upland area land reasonably related to the Corporation's provision of Water Taxi Service, including all ingress, egress and approaches to and from such dockage and upland area. Dockage and upland areas that belong to and are in a participating municipality will be subject to an interlocal agreement with the County. The interlocal agreements will provide the Corporation a license to occupy and use the respective facilities and properties located within the participating municipalities for the provision of Water Taxi Service consistent with this Agreement. The dockage and upland areas related to this Agreement are those illustrated in Exhibit B.

**8. CORPORATION'S DUTIES RELATED TO COUNTY/CITY DOCKAGE AND UPLAND AREA.** The Corporation shall assume responsibility for the use, operation, and security of the upland areas during Water Taxi Operating Hours, such responsibility includes controlling access to the upland areas and associated dockage, ticketing, guest service functions, security, cleaning, and general operational organization. The Corporation shall continually evaluate the condition and suitability of the County and participating municipalities' dockage and upland areas for water taxi activities. The Corporation shall properly secure the County and participating municipalities' dockage and upland areas at the conclusion of daily ferry service. The Corporation shall notify the County and the participating municipality of any potential or actual hazardous conditions.

**9. COUNTY'S DUTIES RELATED TO DOCKAGE AND UPLAND AREA.** At times other than Water Taxi Operating Hours, the County shall maintain the county dockage and upland area in a clean and orderly condition. The County shall only be responsible for all maintenance and repairs to the county dockage and upland areas, but the Corporation understands that the County is under no obligation to repair county dockage or the upland areas if the Board of County Commissioners, in its sole discretion, determines that it is not in the County's best economic interest to repair such impacted

areas due to substantial damage. The County, will, however, take its best efforts to avoid or mitigate substantial damage to County dockage and upland areas. Via interlocal agreement, the County will coordinate with participating municipalities to upgrade city dockage to render such facilities ADA-compliant, where applicable. The Corporation understands that the participating municipalities are responsible for their own maintenance and repairs to dockage and upland areas when ordinary wear and tear of the dockage and upland areas occurs.

**10. PROHIBITED USE.** The County dockage and associated upland area shall not be used by the Corporation for any use other than the use necessary to provide Water Taxi services. No occupation or alternative use shall be available to the Corporation which, at the sole discretion of the County, is deemed hazardous, inconsistent with this Agreement, or increases the County's liability.

**11. PUBLIC RECORDS.**

IF THE CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Avenue West, Bradenton FL 34205.

The Corporation's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the County to perform the services being provided by the Corporation hereunder.
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of any of the Agreement term(s) and following completion of the Agreement if the Corporation does not transfer the records to the County.

- d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Corporation or keep and maintain public records required by the County to perform the service. If the Corporation transfers all public records to the County upon completion of the Agreement, the Corporation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Corporation keeps and maintains public records upon completion of any of the Agreement term(s), the Corporation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- e) A request to inspect or copy public records relating to the County's agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Corporation of the request, and the Corporation must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- f) The Corporation hereby acknowledges and agrees that if the Corporation does not comply with the County's request for public records, the public agency shall enforce the agreement provisions in accordance with the Agreement.
- g) If the Corporation fails to provide the public records to the County within a reasonable time, the Corporation may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against the Corporation to compel production of public records relating to the County's agreement for services, the court shall assess and award against the Corporation the reasonable costs of enforcement, including reasonable attorney fees, if:
  - i. The court determines that the Corporation unlawfully refused to comply with the public records request within a reasonable time; and
  - ii. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Corporation has not complied with the request, to the County and to the Corporation.
- i) A notice complies with subparagraph (h)(ii) if it is sent to the County's custodian of public records and to the Corporation at the Corporation's address listed on its agreement with the County or the Corporation's registered agent. Such

notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- j) A Corporation that complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

**12. RIGHT TO AUDIT AND PROVISION OF MONTHLY OPERATIONS REPORTS.**

The Corporation shall prepare, in accordance with generally accepted accounting practice, accurate books of account, along with other records as required by law. All records, including but not limited to tax returns, with respect to the Corporation's business conducted pursuant to this Agreement, shall be kept by the Corporation and shall be available to the County for examination or audit during the term of this Agreement and for a period of five (5) years following the expiration of the last agreed-to contract term or earlier termination of this Agreement.

In conjunction with providing the County an invoice for payment on a Net ~~30~~ 45 basis, as detailed in section 5 above, the Corporation shall also provide monthly operations reports, and such reports shall include, but not be limited to, Water Taxi ridership numbers, revenues generated, and copies of the Corporation's submitted Florida Department of Revenue Form DR-15.

**13. INDEMNIFICATION AND INSURANCE.** To the extent permitted by law (and in the case of the County, the tort liability limitations set forth in Section 768.28, Florida Statutes shall also apply to any actions to enforce this Agreement, or any provisions herein) each of the parties hereto shall indemnify and hold harmless the other, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and other persons employed or utilized by the indemnifying party in the performance of this Agreement. This provision shall survive the termination of this Agreement.

The Corporation shall maintain during the term of this Agreement general 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 County and all participant municipalities shall be an additionally named insureds under such policy. The County and participant municipalities shall be provided a certificate of insurance evidencing such policy prior to the commencement of Water Taxi services.

**14. VESSEL(S) PURCHASED.** The Corporation understands that during any term under this Agreement, it may not utilize any Purchase Vessels as Corporation collateral. Maintenance and insurance of the Purchase Vessels shall be the responsibility

of the Corporation. At the County's sole discretion, it may sell the Purchase Vessels at the time of expiration or early termination of this Agreement, consistent with the County's applicable regulations regarding surplus property.

**15. TAXES, FEES, AND COSTS.** The County shall not charge the Corporation fees for usage of the County dockage and associated upland areas identified in Exhibit B. The Corporation will be solely responsible for the payment of its own income and sales taxes. The Purchase Vessels' storage and fuel costs remain the Corporation's responsibility.

**16. CONSTRUCTION AND ALTERATION OF COUNTY/CITY DOCKAGE AND UPLAND AREAS.** The Corporation shall not make or permit to be made any alterations, additions, improvements, or changes to the county dockage or associated upland area nor permit the painting or placing of any signage, placards, or other related advertising media without obtaining the prior written consent of the County, which shall be at the County's sole discretion. The Corporation shall not make or permit to be made any alterations, additions, improvements, or changes to participating municipality dockage or associated upland area nor permit the painting or placing of any signage, placards, or other related advertising media without obtaining the prior written consent of the participating municipality.

**17. ASSIGNMENT.** The Corporation shall not have the right to assign, transfer, convey, sublet or otherwise dispose of its license to utilize county dockage and associated upland areas or its rights or obligations under this Agreement.

**18. DEFAULT AND TERMINATION.**

- a) Subject to the Corporation's right to notice and an opportunity to cure, as specified herein, the Corporation shall be deemed in default of its obligations under this Agreement upon the occurrence of any of the following: The Corporation's failure to perform any covenant, promise, or obligation contained in this Agreement or comply with the terms and conditions of this Agreement;
- b) The appointment of a receiver or trustee for all or substantially all the Corporation's assets;
- c) The Corporation's voluntary petition for relief under any bankruptcy or insolvency law, or the filing of an involuntary bankruptcy petition which is not dismissed within sixty (60) days;
- d) The sale of the Corporation's interest under this Agreement by execution or other legal process;

- e) The seizure, sequestration, or impounding by virtue of or under the authority of any legal proceeding of all or substantially all of the personal property or fixtures of the Corporation used in or incident to its operations in providing the Water Taxi Service;
- f) The Corporation making an assignment of its assets for the benefit of creditors;
- g) Any sale, transfer, assignment, subleasing, concession, license, or other disposition of this Agreement that is not authorized by this Agreement;
- h) The Corporation doing or permitting anything that creates a lien upon the County's dockage or associated upland areas or any Vessels Purchase;
- i) Utilizing Purchase Vessel(s) to provide Water Tax Service in a manner not contemplated in this Agreement or related Exhibits; or
- j) Sale or transfer of the Corporation to another corporate entity.

The County may immediately terminate this Agreement if a default pursuant to this Agreement is not cured within thirty (30) days after receipt of notice from the County. In the event of early termination of this Agreement due to the Corporation's default, the Corporation shall reimburse all monies provided by the County. In addition to termination due to default, the County may elect to terminate this Agreement should it be unable to finalize interlocal agreements with participating municipalities rendering traffic alleviation around the County and Areas via this proposed Water Taxi method infeasible, which is determined at the County's sole discretion.

**19. DAMAGE COUNTY/CITY DOCKAGE, ASSOCIATED UPLAND AREAS, AND VESSELS.** If any portions of the county dockage or associated upland areas are substantially damaged by fire, hurricane, or other casualty, the County or the Corporation may elect to repair or replace the affected county facility within thirty (30) days of the casualty or occurrence. If any portions of the city dockage or associated upland areas are substantially damaged by fire, hurricane, or other casualty, the participating municipality may elect to repair or replace the affected facilities within thirty (30) days of the casualty or occurrence. In the event the affected county and participating municipalities' facilities are not repaired or replaced within thirty (30) days of the casualty or occurrence or if the County, the Corporation, and participating municipalities elect to forego repair or replacement of the affected facilities, either Party may immediately terminate this Agreement. In the event of termination pursuant to this section, the Corporation may keep the monthly subsidies that it had earned up to the casualty or occurrence.



If any portion of the Purchase Vessel(s) is substantially damaged by fire, hurricane, or other casualty or occurrence, the County may elect to repair or replace the affected Purchase Vessel within thirty (30) days of the casualty or occurrence that caused the vessel damage. In the event that the County fails to repair or replace within thirty (30) days of the vessel damage or the County elects not to repair or replace the affected vessels(s), then the County may immediately terminate this Agreement. In the event of termination due to substantial damage to Purchase Vessels(s), then the Corporation may keep the monthly subsidies that it had earned up to the casualty or occurrence.

Nothing contained herein shall limit the County's rights and remedies against the Corporation for any such damage caused by the Corporation, its employees, agents or contractors.

**20. RELATIONSHIP OF PARTIES.** The relationship between the Parties is that of licensor and licensee. In conducting the Water Taxi Service hereunder, the Corporation shall act as an independent contractor and not an agent of the County. The selection, retention, assignment, and direction of the Corporation's employees shall be the sole responsibility of the Corporation, and the County shall not attempt to exercise any control over the daily performance of the duties of the Corporation's employees.

**21. NO EXCLUSIVE RIGHTS.** Nothing contained in this Agreement shall be construed to grant or authorize the granting of exclusive right other than right of use of the county dockage, city dockage, and related upland properties pursuant to the terms of this Agreement.

**22. NO LIENS.** The Corporation shall not cause any liens to be filed against the Purchase Vessels, the county dockage, city dockage, and the associated upland properties by any reason of work, labor, services, or materials performed at or furnished to the Corporation related to this Agreement. Nothing contained in this Agreement shall be construed as consent on the part of the County to subject the Purchase Vessels, the county dockage, and associated upland properties to any lien or liability under the lien laws of the State of Florida.

**23. CONFORMANCE WITH LAWS.** The Corporation agrees to comply with all applicable federal, state, and local laws during all terms contemplated by this Agreement.

**24. GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

**25. ATTORNEYS FEES AND COSTS.** Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation, or pre-litigation negotiation rising under this Agreement.

**26. EFFECTIVE DATE.** This Agreement shall take effect as of the date set forth above.

**WHEREFORE, the parties hereto have executed this Agreement as of the date and year first above written.**

**GULF COAST WATER TAXI,  
LLC, a limited liability company**

By: Patricia Rodriguez  
Print Name: Patricia Rodriguez  
Its: Owner



**MANATEE COUNTY, a political subdivision of  
the State of Florida**

By its Board of County Commissioners

By: Kevin Van Ostenbridge  
Kevin Van Ostenbridge, Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Debi Jesson  
Deputy Clerk

## **Exhibit A - Scope of Work**

### **SCOPE OF PROJECT**

The Water Taxi operator (the Operator or Corporation) agrees to provide scheduled water taxi services connecting various areas that are exclusively within Manatee County, such as the City of Bradenton, City of Anna Maria, and City of Bradenton Beach.

#### **1. SCOPE OF WORK**

The Corporation shall maintain and insure the Purchase Vessels throughout the term of this Agreement. Operator is required to perform its duties by exercising accepted standards of good seamanship and adhere to the navigational rules of the roads and waterways during vessel transit, including mooring and departure. Operator shall consider environmental conditions such as tide and currents, and circumstantial conditions caused by interactions with other vessels, such as vessel wakes. Operator must follow all proper marine safety and right-of-way standards in all underway situations, such as passing other vessels, being overtaken by other vessels, or any situation that may arise.

The Corporation shall provide year-round water taxi services at the minimum standards of service as defined herein. The Corporation acknowledges that the Purchase Vessels are suitable for safely docking, loading, unloading, and securely transporting passengers between water taxi landing locations.

This is a partnered relationship with Manatee County for public transportation to best provide a waterborne alternative that is safe, efficient, clean, affordable, and ADA-accessible vessels for Manatee County tourists, employees, and residents. Competitive pricing, enhanced rider experience as well as maintaining a consistent schedule is expected.

#### **A. Operational Goals**

- To operate a daily water taxi service from a remote parking facility (City of Bradenton Parking Garage) on the mainland to and between the downtown Bradenton Day Dock (City of Bradenton), Anna Maria Island City Pier, the Bridge Street Pier (City of Bradenton Beach) and the Coquina South Boat Ramp (unincorporated Manatee County), using existing landing docks at such locations.
- Establish and maintain a positive relationship with businesses along the waterfront to provide a safe transportation alternative throughout the participant municipalities and Manatee County.

- Provide safe, high-quality ADA-accessible transportation and a pleasant ridership experience for patrons.
- Work with Manatee County to maximize marketing tools available including, but not limited to, signage, social, and print media to maximize ridership and engage public interest.
- To meaningfully involve all segments of the community in the employment and business opportunities that arise as a direct or indirect result of the taxi service operation.
- To contribute to easing the parking and traffic congestion throughout the participant municipalities and Manatee County, as well as enhance the experience of their patrons be they tourists, employees or residents and add to the quality of vacationing, visiting, working or residing within the participant municipalities and Manatee County.
- Over time, expand services from the initial route, as currently detailed in Exhibit B, as demand increases; additional stops could be both scheduled and "on demand." Additional stops would need to be Tourism Development Tax (TDT)-eligible facilities, consistent with Florida Statutes, that are already fully ADA accessible, safe, and with proper illumination for the time of day.
- Any services and additional stops may be added when and where determined feasible and only upon written agreement of the Parties.
- The Operator is encouraged to provide additional vessels that are properly equipped and certified to USCG standards, whether contracted, rented, or owned, to reasonably accommodate peak operations that occur seasonally as well as end-of-event departing crowds to prevent long delays in service, long lines, and a degraded customer experience.

## **B. Scope Specifications**

- All vessels utilized for provision of the water taxi service must be USCG inspected passenger vessels for hire with current USCG certification.
- All vessels used must be ADA accessible.
- All Captains operating a water taxi must have an appropriate current USCG Master's License; Captains and Crews are not to exceed the maximum work hours as required in USCG regulations.
- All vessels must maintain and monitor a Marine VHF radio during operation.
- Base days and hours of service operations shall be Friday – Sunday, with operating times starting at 10:30 a.m. until 9:30 p.m.
- These hours may be adjusted for seasonal demand and special events, upon written agreement by both Parties and weather-related conditions.
- All deviations from the scheduled operations are to be coordinated with Manatee County, in writing.
- While additional service hours and pick-up or drop-off locations for special events are encouraged to meet or build demand, enhanced operations to

the core scheduled route and times must not degrade the core scheduled service.

- All vessels should provide coverage from moderate rain showers and provide sunshade when needed.
- All vessels used to provide water taxi services shall be of size and displacement that can operate without causing damage to city/county docks.
- The Operator will be responsible for damage caused to city/county docks, the Purchase Vessels, and other vessels when such damage is caused by the Operator or under the Operator's use of the Purchase Vessels.
- The Operator shall promptly report to the County any accident or incident occurring during water taxi service hours that result in personal injury, property damage or violation of city, county, state or federal (including USCG) ordinances, regulations or laws and shall cooperate with the County and participant municipalities in investigating such accidents or incidents.
- Logistics for operation during special events must be coordinated with and approved by the County.

#### **C. Financial Responsibility**

- The Operator must provide the County with complete and accurate records including annual audited financial statements prepared according to "Generally Accepted Accounting Principles" of all business transactions associated with the water taxi service.
- The Operator will be responsible for maximizing financial performance and utilization of the facilities and water taxi service through diligent and astute management of resources such as fuel, staffing, and promotions.

#### **D. Employees**

- At no time shall a vessel be operated without properly trained, licensed, and certified vessel captains and trained crew as required by USCG regulations.
- All employee licenses, seamanship papers and other USCG-required documents and training certificates shall be on file with Manatee County at the onset of the contract and prior to any changes to staffing of any vessels used in the performance of this contract.

#### **E. County's Responsibilities**

- The County will maintain existing water taxi landings on county owned property. The participant municipalities shall maintain and repair their respective water taxi landings and upland properties. Additional water taxi

landings may be added by mutual agreement in other waterway locations to expand the service opportunities where practical, such landings would need to be TDT-eligible facilities, consistent with Florida Statutes.

- The County reserves the right to work with selected operators as well as other operators to provide increased service and passenger capacity as deemed necessary.
  - Initial landings
    - The Downtown Bradenton Day Dock, just east of the Green Bridge;
    - The Anna Maria City pier;
    - The Bridge Street pier, City of Bradenton Beach;
    - The Coquina South Boat Ramp, Beach Docks
- The County will provide directional signage and wayfinding signs where appropriate to improve visibility of the Coquina South boat ramp, landings and guide riders to this water taxi landing and nearby parking. The participant municipalities may provide directional signage and wayfinding signs where appropriate to their respective water taxi landings and related facilities.

#### **F. Corporation's Responsibilities**

- Maintain the Purchase Vessels.
- Insure the Purchase Vessels.
- Perform all scheduled and non-scheduled repairs meeting or exceeding OEM manufacturer recommendations and requirements.
- Provide monthly reports of all scheduled and non-scheduled inspections, maintenance, and vendor repairs.
- Provide copies of all invoices and receipts relating to all inspections, maintenance, and vendor repairs.
- Provide reports noting any accidents, theft, or damage.
- Provide monthly hour meter readings.
- Provide monthly fuel utilization report.
- Provide monthly ridership report.
- Maintain the Purchase Vessels and equipment to meet the scheduled service demands and adhere to proper vessel maintenance IAW manufacturer's commercial use standards for inspections and engine fluid and filter changes.
- In addition to the fiscal, ridership and revenue reports required above, provide sufficient vessels in number and size along with qualified staff for each vessel to meet all USCG standards for safe operation and provide

documentation of performance of scheduled maintenance by appropriately trained personnel IAW manufacturers specifications and USCG rules and regulations.

## **2. ANTICIPATED BEGINNING AND END DATE OF INITIAL TERM**

July 1, 2023 through June 30, 2028 unless revised by mutual agreement of both parties.

If the commencement of performance is delayed because the County does not execute the agreement on the start date, the County may adjust the start date, end date, and milestones to reflect the delayed execution.

## **3. EXTENSION**

The County and the Corporation may mutually agree to extend the Agreement consistent with section 3 of the Agreement. The County or Corporation shall give written notice of their intention to extend this contract no later than ninety (90) days prior to the expiration date of the current contract term.

## **4. PRICES**

All pricing shall be firm for the initial term of five (5) years except where otherwise provided by the specifications, and include all transportation, insurance, and warranty costs.

- The County shall not be invoiced at prices higher than those stated in the table in section 5 below.
- No fuel surcharges will be accepted, unless approved in advance by the County, at the County's sole discretion.

## **5. SUBSIDY**

These are the payments provided by the County under this initial 5-year contract to secure scheduled service and meet actual observed ridership and anticipated growth. The parties understand that the County's fiscal year runs from October 1 to September 30. Payments to be made in monthly installments, based on the ridership expectation percentages detailed in the table below.

The County will pay the Operator a monthly subsidy of \$24,851.14, regardless of ridership numbers, from July 1, 2023 to March 31, 2024. Starting April 1, 2024 and at six-month intervals thereafter on March 31 and

September 30, of every contract year, a reconciliation will be conducted by the County. This bi-annual reconciliation will review and calculate the average ridership of the preceding six-month timeframe. Based on the County's reconciliation, the monthly subsidy for the subsequent six-month period may be adjusted consistent with the closest ridership expectation percentage consistent with the table below, upon mutual agreement by the Parties without Manatee County Board of Commissioner approval.

The average preceding six-month ridership will be calculated to the nearest tenth, where applicable, to determine the closest ridership expectation percentage and monthly subsidy amount for the subsequent six-month period based on the table below.

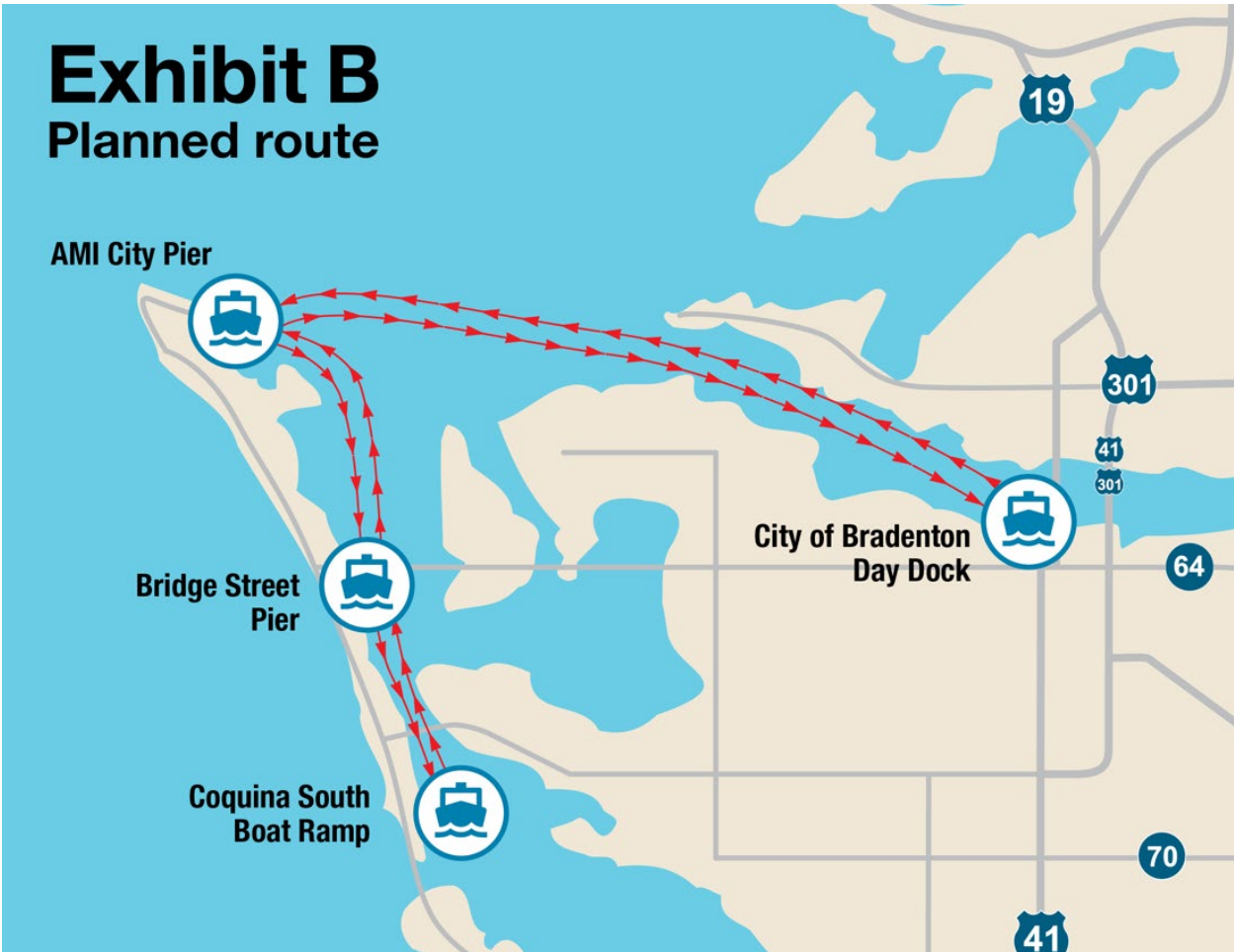
If the decimal portion is less than 0.5 or the calculated percentage ends in a whole number less than five, the County will round down. If the decimal portion is more than 0.5 or the calculated percentage ends in a whole number greater than 5, the County will round up. If the decimal portion is precisely 0.5 or the calculated whole number percentage ends in 5, then the County will look to the place value to the left of the .5 or the whole number 5. If that number is odd number, the County will round up, and if that number is even number or zero, then the County will round down.

<b>Gulf Coast Water Taxi partnership with Manatee County for Water Transportation</b>				
<b>Financial Analysis</b>				
<b>2 Vessel Service Fridays-Sundays - Phase 1</b>				
<b>Operating Hours</b>	3744			
<u>Ridership Expectations</u>		<u>Farebox Recovery</u>	<u>County Subsidy Annually</u>	<u>Monthly Subsidy</u>
	35% - 39.99%	\$ 231,943.95	\$ 400,000.00	\$ 33,333.33
	40% - 44.99%	\$ 265,078.80	\$ 397,618.20	\$ 33,134.85
	45% - 49.99%	\$ 298,213.65	\$ 364,483.35	\$ 30,373.61
	50% - 54.99%	\$ 331,348.50	\$ 331,348.50	\$ 27,612.38
A 55% RECOVERY IS ESTIMATED	55% - 59.99%	\$ 364,483.35	\$ 298,213.65	\$ 24,851.14
	60% - 64.99%	\$ 397,618.20	\$ 265,078.80	\$ 22,089.90
	65% - 69.99%	\$ 430,753.05	\$ 231,943.95	\$ 19,328.66
	70%+	\$ 463,887.90	\$ 198,809.10	\$ 16,567.43



## Exhibit B – Routes

Planned water taxi routes, but not limited to change/expansion based on customer feedback/demand:



## Exhibit C

### Planned time and route schedule

**\*Times subject to change based on consumer demand/water taxi operator feedback and only with the Executive Director’s written approval**

Two Vessel Departure Times			
Bridge Street Departure to AMI	AMI Departure to Riverwalk	Riverwalk Departure to AMI	AMI Departure to Bridge Street
10:30 a.m.	10:45 a.m.	10:30 a.m.	11:15 a.m.
11:30 a.m.	11:45 a.m.	11:30 a.m.	12:15 p.m.
12:30 p.m.	12:45 p.m.	12:15 p.m.	1: 00 p.m.
1:15 p.m.	1:30 p.m.	1:30 p.m.	2:15 p.m.
2:30 p.m.	2:45 p.m.	2:15 p.m.	3:00 p.m.
3:15 p.m.	3:30 p.m.	3:30 p.m.	4:15 p.m.
4:30 p.m.	4:45 p.m.	4:15 p.m.	5:00 p.m.
5:15 p.m.	5:30 p.m.	5:30 p.m.	6:15 p.m.
6:30 p.m.	6:45 p.m.	6:15 p.m.	7:00 p.m.
7:15 p.m.	7:30 p.m.	7:30 p.m.	8:15 p.m.
8:30 p.m.	8:45 p.m.	8:15 p.m.	9:00 p.m.
	9:30 p.m.	9:30 p.m.	

**Exhibit D**

**Planned fee schedule (fees may be adjusted based on approval by the Board of County Commissioners)**

<b>Schedule of Fees (Wheel Chair Seating included in below pricing)</b>	
<b>Each Way</b>	
<b>Adults (12+)</b>	<b>\$8.00</b>
<b>Seniors</b>	<b>\$6.00</b>
<b>Children (3-11)</b>	<b>\$5.00</b>
<b>Under 3</b>	<b>Free</b>

**APPROVED** in Open Session  
**6/15/2023**  
Manatee County Board of County  
Commissioners



June 15, 2023 - Land Use Meeting

**Subject**

Water Taxi Operating Agreement

**Category**

CONSENT AGENDA

**Briefings**

All

**Contact and/or Presenter Information**

Elliott Falcione, Executive Director, CVB ext. 3940

Jayne Roberts, Sr. Fiscal Services Manager, CVB ext. 3948

**Action Requested**

Authorization for the Chairman of the Board of County Commissioners to execute Water Taxi Operating Agreement with Gulf Coast Water Taxi, LLC, to provide water taxi service in Manatee County.

**Enabling/Regulating Authority**

**Background Discussion**

- On September 22, 2022, the Board of County Commissioners approved the Water Taxi Initiative.
- On November 29, 2022, the County issued a purchase order to Trident Pontoons, Inc, for the purchase of two 49-passenger commercial pontoon boats. The vessels are anticipated to be completed June 2023.
- Manatee County desires to enter into an operating agreement with Gulf Coast Water Taxi, LLC, to provide year-round water taxi service from the Downtown Bradenton Day Dock to Anna Maria Island with stops at the Anna Maria Island Pier, the Bradenton Beach Bridge Street Pier and the Coquina North Boat Ramp.
- The initial schedule will be Friday to Sunday – 10: 30 am to 9:30 pm, with the option to adjust the schedule as needed.
- Manatee County will provide a subsidy to Gulf Coast Water Taxi, LLC, not to exceed \$400,000 per fiscal year, based on the percentage of ridership.
- A budget amendment for subsidy funding for July 1, 2023, through September 30, 2023, will be on the July 25, 2023, Board meeting agenda. Funding for Fiscal Year 2024 is being budgeted through the budget process.

**Attorney Review**

Other (Requires explanation in field below) Soto

Elliott spoke to County Attorney Soto to write operating agreement for Water Taxi

**Instructions to Board Records** [emailed 6/16/2023](#) [and interoffice](#)

Copy of approved agenda and executed agreement to Leanne Keeling,  
leanne.keeling@bacvb.com and Jayne Roberts, jayne.roberts@mymanatee.org

**Cost and Funds Source Account Number and Name**

Up to \$400,000, 103.0002208, Tourist Tax

**Amount and Frequency of Recurring Costs**

Up to \$400,000 per fiscal year



Development Services  
1112 Manatee Avenue West, PO Box 1000, Bradenton, FL 34205  
Phone number: (941) 748-4501 ext. 6878

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## MEMORANDUM

To: Rossina Leider, Planning Section Manager

From: Bobbi Roy, Senior Planning and Zoning Technician

Date: June 14, 2023

Subject: **Agenda Update for June 15, 2023, Board of County Commissioners Land Use Meeting**

*This memo and the changes indicated below are reflected in the electronic agenda (E-Agenda).*

### CONSENT AGENDA

**27. Interlocal Agreements with the City of Bradenton, City of Bradenton Beach and City of Anna Maria regarding Water Taxi Dockage** – All three documents replaced to the online with Exhibit B attached to each document.

#### ***Add on Item***

**28. Water Taxi Operating Agreement** – Agreement attached.

### ADVERTISED PUBLIC HEARINGS (Presentations Scheduled)

**22. PDR-23-07(Z)(G) – Myakka Village – 536 Single RE LLC (Owner) – PLN2211-0030 - Quasi-Judicial - Chris Klepek, Planner I - Public comments attached.**

**23. Z-22-07– BTC Redevelopment – Bayside Holdings LLC – PLN2209-0069 - Quasi-Judicial - Chris Klepek, Planner I – Public comments attached.**

**24. PDR-22-13(Z)(G) – Heron Glen – Kenneth Davis (Owner) / KB Homes – PLN2205-0039, Marshall Robinson, Principal Planner – Public Comments attached.**

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JAMES  
SATCHER  
*District 1*

AMANDA  
BALLARD  
*District 2*

KEVIN  
VAN OSTENBRIDGE  
*District 3*

MIKE  
RAHN  
*District 4*

VANESSA  
BAUGH  
*District 5*

JASON  
BEARDEN  
*At Large*

GEORGE W.  
KRUSE  
*At Large*

## WATER TAXI OPERATING AGREEMENT IN MANATEE COUNTY FLORIDA

**THIS OPERATING AGREEMENT** (“Operating Agreement”), is made and entered into this 15th day of June, 2023, by and between MANATEE COUNTY, a political subdivision of the State of Florida, (the “County”), and Gulf Coast Water Taxi LLC, a Florida limited liability company, 615 Pinellas Street, Unit 2, Clearwater, Florida 33756, hereinafter referred to as (the “Corporation”), (collectively, the “Parties”).

**WHEREAS**, the County desires to provide water taxi services connecting various areas that are exclusively within Manatee County, such as the Coquina Beach Boat Dock and the Cities of Bradenton, Anna Maria Island, and Bradenton Beach (the “Areas”); and

**WHEREAS**, this proposed water taxi service is in the best interest of the County as it will help alleviate traffic to and from the aforementioned Areas; and

**WHEREAS**, this Agreement details the operation of such water taxi service within the County and how the County intends to subsidize a portion of this alternative public transportation system during the initial phase of this pilot program; and

***NOW, THEREFORE, the County and Corporation, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:***

1. **RECITALS** – the recitals above are incorporated herein by reference.
2. **PROVISION OF WATER TAXI SERVICE.**

The Corporation agrees to provide scheduled Water Taxi services connecting the Areas as detailed in Exhibit A – Scope of Work, following the expansion of routes as detailed in Exhibit B – Route, following the precise in-season and off-season plans as detailed in Exhibit C – Time and Route Schedules, charging the public no more for this service than is detailed in Exhibit D – Schedule of Fees. In the event of ambiguity between this Agreement and the Exhibits, this Agreement shall prevail.

The County acquired two (2) 49 passenger vessels (the Purchase Vessels or Water Taxis). The Corporation contemplates utilizing the County’s subsidy, as detailed in Exhibit A – Scope of Work, to operate the scheduled water taxi service. Purchase Vessels shall remain in service within Manatee County only and shall be utilized exclusively for the provision of Water Taxi service and a failure to do so shall constitute a default under this Agreement.

If the Corporation fails or ceases to provide Water Taxi Service after commencement, or fails to cure any defaults, pursuant to the terms and conditions of this Agreement, then the County may terminate this Agreement. The County will remain owner of the Purchase Vessels, and the Corporation shall maintain and insure such vessels during all terms of this Agreement. Vessels may be inspected by County from time to time to ensure all safety measures and regulations are maintained.

**3. TIME OF PERFORMANCE.** The initial Contract Term shall commence on July 1, 2023, and end June 30, 2028. Toward the end of the initial five (5) year term, the County and Corporation may initiate subsequent renewals for three, one-year contract terms. Either party must provide written notice, to the other, of its intention to renew this Agreement for a subsequent contract term no later than ninety (90) calendar days prior to the expiration of the current contract term. No additional contract terms are contemplated by this Agreement. If the County requires Water Taxi service upon the conclusion of all contemplated contract terms under this Agreement, it may solicit such service consistent with Manatee County procurement guidelines.

**4. COMPENSATION.** The County will pay the Corporation an annual sum not to exceed \$400,000.00. Exhibit A – Scope of Work details the contemplated annual compensation during the five-year term of this Agreement. The County may, from time to time, require changes to this Agreement or Exhibits. Such changes may include modification to the Corporation's compensation and Scope of Work, which must be mutually agreed upon between the Parties and shall be effective when such changes are incorporated via written amendment to this Contract. The Executive Director is delegated the authority to effectuate such changes and amendments by the Manatee County Board of County Commissioners, except where otherwise indicated elsewhere in this Agreement or Exhibits.

**5. METHOD OF PAYMENT.** The Corporation's invoices for the monthly subsidy, as detailed in Exhibit A, shall be submitted to the County for approval for payment on a Net 45 basis. The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation of the County's budget.

**6. NOTICES.** All notices, comments, consents, objections, approvals, waivers, and elections which either Party shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, certified mail, prepaid with confirmation of delivery requested, or facsimile transmission. All such communications shall be addressed to the applicable addresses set forth below or as any party may otherwise designate in the manner prescribed herein.



To the County: Executive Director  
Manatee County Convention and Visitors  
Bureau  
P.O. Box 1000  
Bradenton, FL 34206  
(941) 729-9177  
(941) 729-1820 (fax)

To Gulf Coast Water Taxi, LLC: Patricia S. Rodriguez, President  
615 Pinellas Street, Unit 2  
Clearwater, FL 33756  
(727) 755-0297 (office)  
(727) 442-7433 (fax)

**7. USE OF COUNTY/CITY DOCKAGE AND UPLAND AREA.** The County grants the Corporation a license to occupy and use the County dockage and adjacent upland area land reasonably related to the Corporation's provision of Water Taxi Service, including all ingress, egress and approaches to and from such dockage and upland area. Dockage and upland areas that belong to and are in a participating municipality will be subject to an interlocal agreement with the County. The interlocal agreements will provide the Corporation a license to occupy and use the respective facilities and properties located within the participating municipalities for the provision of Water Taxi Service consistent with this Agreement. The dockage and upland areas related to this Agreement are those illustrated in Exhibit B.

**8. CORPORATION'S DUTIES RELATED TO COUNTY/CITY DOCKAGE AND UPLAND AREA.** The Corporation shall assume responsibility for the use, operation, and security of the upland areas during Water Taxi Operating Hours, such responsibility includes controlling access to the upland areas and associated dockage, ticketing, guest service functions, security, cleaning, and general operational organization. The Corporation shall continually evaluate the condition and suitability of the County and participating municipalities' dockage and upland areas for water taxi activities. The Corporation shall properly secure the County and participating municipalities' dockage and upland areas at the conclusion of daily ferry service. The Corporation shall notify the County and the participating municipality of any potential or actual hazardous conditions.

**9. COUNTY'S DUTIES RELATED TO DOCKAGE AND UPLAND AREA.** At times other than Water Taxi Operating Hours, the County shall maintain the county dockage and upland area in a clean and orderly condition. The County shall only be responsible for all maintenance and repairs to the county dockage and upland areas, but the Corporation understands that the County is under no obligation to repair county dockage or the upland areas if the Board of County Commissioners, in its sole discretion, determines that it is not in the County's best economic interest to repair such impacted

areas due to substantial damage. The County, will, however, take its best efforts to avoid or mitigate substantial damage to County dockage and upland areas. Via interlocal agreement, the County will coordinate with participating municipalities to upgrade city dockage to render such facilities ADA-compliant, where applicable. The Corporation understands that the participating municipalities are responsible for their own maintenance and repairs to dockage and upland areas when ordinary wear and tear of the dockage and upland areas occurs.

**10. PROHIBITED USE.** The County dockage and associated upland area shall not be used by the Corporation for any use other than the use necessary to provide Water Taxi services. No occupation or alternative use shall be available to the Corporation which, at the sole discretion of the County, is deemed hazardous, inconsistent with this Agreement, or increases the County's liability.

**11. PUBLIC RECORDS.**

IF THE CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org), Attn: Records Manager, 1112 Manatee Avenue West, Bradenton FL 34205.

The Corporation's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the County to perform the services being provided by the Corporation hereunder.
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of any of the Agreement term(s) and following completion of the Agreement if the Corporation does not transfer the records to the County.

- d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Corporation or keep and maintain public records required by the County to perform the service. If the Corporation transfers all public records to the County upon completion of the Agreement, the Corporation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Corporation keeps and maintains public records upon completion of any of the Agreement term(s), the Corporation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- e) A request to inspect or copy public records relating to the County's agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Corporation of the request, and the Corporation must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- f) The Corporation hereby acknowledges and agrees that if the Corporation does not comply with the County's request for public records, the public agency shall enforce the agreement provisions in accordance with the Agreement.
- g) If the Corporation fails to provide the public records to the County within a reasonable time, the Corporation may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against the Corporation to compel production of public records relating to the County's agreement for services, the court shall assess and award against the Corporation the reasonable costs of enforcement, including reasonable attorney fees, if:
  - i. The court determines that the Corporation unlawfully refused to comply with the public records request within a reasonable time; and
  - ii. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Corporation has not complied with the request, to the County and to the Corporation.
- i) A notice complies with subparagraph (h)(ii) if it is sent to the County's custodian of public records and to the Corporation at the Corporation's address listed on its agreement with the County or the Corporation's registered agent. Such

notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- j) A Corporation that complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

**12. RIGHT TO AUDIT AND PROVISION OF MONTHLY OPERATIONS REPORTS.**

The Corporation shall prepare, in accordance with generally accepted accounting practice, accurate books of account, along with other records as required by law. All records, including but not limited to tax returns, with respect to the Corporation's business conducted pursuant to this Agreement, shall be kept by the Corporation and shall be available to the County for examination or audit during the term of this Agreement and for a period of five (5) years following the expiration of the last agreed-to contract term or earlier termination of this Agreement.

In conjunction with providing the County an invoice for payment on a Net ~~30~~ 45 basis, as detailed in section 5 above, the Corporation shall also provide monthly operations reports, and such reports shall include, but not be limited to, Water Taxi ridership numbers, revenues generated, and copies of the Corporation's submitted Florida Department of Revenue Form DR-15.

**13. INDEMNIFICATION AND INSURANCE.** To the extent permitted by law (and in the case of the County, the tort liability limitations set forth in Section 768.28, Florida Statutes shall also apply to any actions to enforce this Agreement, or any provisions herein) each of the parties hereto shall indemnify and hold harmless the other, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and other persons employed or utilized by the indemnifying party in the performance of this Agreement. This provision shall survive the termination of this Agreement.

The Corporation shall maintain during the term of this Agreement general 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 County and all participant municipalities shall be an additionally named insureds under such policy. The County and participant municipalities shall be provided a certificate of insurance evidencing such policy prior to the commencement of Water Taxi services.

**14. VESSEL(S) PURCHASED.** The Corporation understands that during any term under this Agreement, it may not utilize any Purchase Vessels as Corporation collateral. Maintenance and insurance of the Purchase Vessels shall be the responsibility

of the Corporation. At the County's sole discretion, it may sell the Purchase Vessels at the time of expiration or early termination of this Agreement, consistent with the County's applicable regulations regarding surplus property.

**15. TAXES, FEES, AND COSTS.** The County shall not charge the Corporation fees for usage of the County dockage and associated upland areas identified in Exhibit B. The Corporation will be solely responsible for the payment of its own income and sales taxes. The Purchase Vessels' storage and fuel costs remain the Corporation's responsibility.

**16. CONSTRUCTION AND ALTERATION OF COUNTY/CITY DOCKAGE AND UPLAND AREAS.** The Corporation shall not make or permit to be made any alterations, additions, improvements, or changes to the county dockage or associated upland area nor permit the painting or placing of any signage, placards, or other related advertising media without obtaining the prior written consent of the County, which shall be at the County's sole discretion. The Corporation shall not make or permit to be made any alterations, additions, improvements, or changes to participating municipality dockage or associated upland area nor permit the painting or placing of any signage, placards, or other related advertising media without obtaining the prior written consent of the participating municipality.

**17. ASSIGNMENT.** The Corporation shall not have the right to assign, transfer, convey, sublet or otherwise dispose of its license to utilize county dockage and associated upland areas or its rights or obligations under this Agreement.

**18. DEFAULT AND TERMINATION.**

- a) Subject to the Corporation's right to notice and an opportunity to cure, as specified herein, the Corporation shall be deemed in default of its obligations under this Agreement upon the occurrence of any of the following: The Corporation's failure to perform any covenant, promise, or obligation contained in this Agreement or comply with the terms and conditions of this Agreement;
- b) The appointment of a receiver or trustee for all or substantially all the Corporation's assets;
- c) The Corporation's voluntary petition for relief under any bankruptcy or insolvency law, or the filing of an involuntary bankruptcy petition which is not dismissed within sixty (60) days;
- d) The sale of the Corporation's interest under this Agreement by execution or other legal process;

- e) The seizure, sequestration, or impounding by virtue of or under the authority of any legal proceeding of all or substantially all of the personal property or fixtures of the Corporation used in or incident to its operations in providing the Water Taxi Service;
- f) The Corporation making an assignment of its assets for the benefit of creditors;
- g) Any sale, transfer, assignment, subleasing, concession, license, or other disposition of this Agreement that is not authorized by this Agreement;
- h) The Corporation doing or permitting anything that creates a lien upon the County's dockage or associated upland areas or any Vessels Purchase;
- i) Utilizing Purchase Vessel(s) to provide Water Tax Service in a manner not contemplated in this Agreement or related Exhibits; or
- j) Sale or transfer of the Corporation to another corporate entity.

The County may immediately terminate this Agreement if a default pursuant to this Agreement is not cured within thirty (30) days after receipt of notice from the County. In the event of early termination of this Agreement due to the Corporation's default, the Corporation shall reimburse all monies provided by the County. In addition to termination due to default, the County may elect to terminate this Agreement should it be unable to finalize interlocal agreements with participating municipalities rendering traffic alleviation around the County and Areas via this proposed Water Taxi method infeasible, which is determined at the County's sole discretion.

**19. DAMAGE COUNTY/CITY DOCKAGE, ASSOCIATED UPLAND AREAS, AND VESSELS.** If any portions of the county dockage or associated upland areas are substantially damaged by fire, hurricane, or other casualty, the County or the Corporation may elect to repair or replace the affected county facility within thirty (30) days of the casualty or occurrence. If any portions of the city dockage or associated upland areas are substantially damaged by fire, hurricane, or other casualty, the participating municipality may elect to repair or replace the affected facilities within thirty (30) days of the casualty or occurrence. In the event the affected county and participating municipalities' facilities are not repaired or replaced within thirty (30) days of the casualty or occurrence or if the County, the Corporation, and participating municipalities elect to forego repair or replacement of the affected facilities, either Party may immediately terminate this Agreement. In the event of termination pursuant to this section, the Corporation may keep the monthly subsidies that it had earned up to the casualty or occurrence.

If any portion of the Purchase Vessel(s) is substantially damaged by fire, hurricane, or other casualty or occurrence, the County may elect to repair or replace the affected Purchase Vessel within thirty (30) days of the casualty or occurrence that caused the vessel damage. In the event that the County fails to repair or replace within thirty (30) days of the vessel damage or the County elects not to repair or replace the affected vessels(s), then the County may immediately terminate this Agreement. In the event of termination due to substantial damage to Purchase Vessels(s), then the Corporation may keep the monthly subsidies that it had earned up to the casualty or occurrence.

Nothing contained herein shall limit the County's rights and remedies against the Corporation for any such damage caused by the Corporation, its employees, agents or contractors.

**20. RELATIONSHIP OF PARTIES.** The relationship between the Parties is that of licensor and licensee. In conducting the Water Taxi Service hereunder, the Corporation shall act as an independent contractor and not an agent of the County. The selection, retention, assignment, and direction of the Corporation's employees shall be the sole responsibility of the Corporation, and the County shall not attempt to exercise any control over the daily performance of the duties of the Corporation's employees.

**21. NO EXCLUSIVE RIGHTS.** Nothing contained in this Agreement shall be construed to grant or authorize the granting of exclusive right other than right of use of the county dockage, city dockage, and related upland properties pursuant to the terms of this Agreement.

**22. NO LIENS.** The Corporation shall not cause any liens to be filed against the Purchase Vessels, the county dockage, city dockage, and the associated upland properties by any reason of work, labor, services, or materials performed at or furnished to the Corporation related to this Agreement. Nothing contained in this Agreement shall be construed as consent on the part of the County to subject the Purchase Vessels, the county dockage, and associated upland properties to any lien or liability under the lien laws of the State of Florida.

**23. CONFORMANCE WITH LAWS.** The Corporation agrees to comply with all applicable federal, state, and local laws during all terms contemplated by this Agreement.

**24. GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

**25. ATTORNEYS FEES AND COSTS.** Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation, or pre-litigation negotiation arising under this Agreement.

**26. EFFECTIVE DATE.** This Agreement shall take effect as of the date set forth above.

***WHEREFORE, the parties hereto have executed this Agreement as of the date and year first above written.***

**GULF COAST WATER TAXI,  
LLC, a limited liability company**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**MANATEE COUNTY, a political subdivision of  
the State of Florida**

By its Board of County Commissioners

By: \_\_\_\_\_  
Kevin Van Ostenbridge, Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk



## **Exhibit A - Scope of Work**

### **SCOPE OF PROJECT**

The Water Taxi operator (the Operator or Corporation) agrees to provide scheduled water taxi services connecting various areas that are exclusively within Manatee County, such as the City of Bradenton, City of Anna Maria, and City of Bradenton Beach.

#### **1. SCOPE OF WORK**

The Corporation shall maintain and insure the Purchase Vessels throughout the term of this Agreement. Operator is required to perform its duties by exercising accepted standards of good seamanship and adhere to the navigational rules of the roads and waterways during vessel transit, including mooring and departure. Operator shall consider environmental conditions such as tide and currents, and circumstantial conditions caused by interactions with other vessels, such as vessel wakes. Operator must follow all proper marine safety and right-of-way standards in all underway situations, such as passing other vessels, being overtaken by other vessels, or any situation that may arise.

The Corporation shall provide year-round water taxi services at the minimum standards of service as defined herein. The Corporation acknowledges that the Purchase Vessels are suitable for safely docking, loading, unloading, and securely transporting passengers between water taxi landing locations.

This is a partnered relationship with Manatee County for public transportation to best provide a waterborne alternative that is safe, efficient, clean, affordable, and ADA-accessible vessels for Manatee County tourists, employees, and residents. Competitive pricing, enhanced rider experience as well as maintaining a consistent schedule is expected.

#### **A. Operational Goals**

- To operate a daily water taxi service from a remote parking facility (City of Bradenton Parking Garage) on the mainland to and between the downtown Bradenton Day Dock (City of Bradenton), Anna Maria Island City Pier, the Bridge Street Pier (City of Bradenton Beach) and the Coquina South Boat Ramp (unincorporated Manatee County), using existing landing docks at such locations.
- Establish and maintain a positive relationship with businesses along the waterfront to provide a safe transportation alternative throughout the participant municipalities and Manatee County.

- Provide safe, high-quality ADA-accessible transportation and a pleasant ridership experience for patrons.
- Work with Manatee County to maximize marketing tools available including, but not limited to, signage, social, and print media to maximize ridership and engage public interest.
- To meaningfully involve all segments of the community in the employment and business opportunities that arise as a direct or indirect result of the taxi service operation.
- To contribute to easing the parking and traffic congestion throughout the participant municipalities and Manatee County, as well as enhance the experience of their patrons be they tourists, employees or residents and add to the quality of vacationing, visiting, working or residing within the participant municipalities and Manatee County.
- Over time, expand services from the initial route, as currently detailed in Exhibit B, as demand increases; additional stops could be both scheduled and "on demand." Additional stops would need to be Tourism Development Tax (TDT)-eligible facilities, consistent with Florida Statutes, that are already fully ADA accessible, safe, and with proper illumination for the time of day.
- Any services and additional stops may be added when and where determined feasible and only upon written agreement of the Parties.
- The Operator is encouraged to provide additional vessels that are properly equipped and certified to USCG standards, whether contracted, rented, or owned, to reasonably accommodate peak operations that occur seasonally as well as end-of-event departing crowds to prevent long delays in service, long lines, and a degraded customer experience.

## **B. Scope Specifications**

- All vessels utilized for provision of the water taxi service must be USCG inspected passenger vessels for hire with current USCG certification.
- All vessels used must be ADA accessible.
- All Captains operating a water taxi must have an appropriate current USCG Master's License; Captains and Crews are not to exceed the maximum work hours as required in USCG regulations.
- All vessels must maintain and monitor a Marine VHF radio during operation.
- Base days and hours of service operations shall be Friday – Sunday, with operating times starting at 10:30 a.m. until 9:30 p.m.
- These hours may be adjusted for seasonal demand and special events, upon written agreement by both Parties and weather-related conditions.
- All deviations from the scheduled operations are to be coordinated with Manatee County, in writing.
- While additional service hours and pick-up or drop-off locations for special events are encouraged to meet or build demand, enhanced operations to

the core scheduled route and times must not degrade the core scheduled service.

- All vessels should provide coverage from moderate rain showers and provide sunshade when needed.
- All vessels used to provide water taxi services shall be of size and displacement that can operate without causing damage to city/county docks.
- The Operator will be responsible for damage caused to city/county docks, the Purchase Vessels, and other vessels when such damage is caused by the Operator or under the Operator's use of the Purchase Vessels.
- The Operator shall promptly report to the County any accident or incident occurring during water taxi service hours that result in personal injury, property damage or violation of city, county, state or federal (including USCG) ordinances, regulations or laws and shall cooperate with the County and participant municipalities in investigating such accidents or incidents.
- Logistics for operation during special events must be coordinated with and approved by the County.

**C. Financial Responsibility**

- The Operator must provide the County with complete and accurate records including annual audited financial statements prepared according to "Generally Accepted Accounting Principles" of all business transactions associated with the water taxi service.
- The Operator will be responsible for maximizing financial performance and utilization of the facilities and water taxi service through diligent and astute management of resources such as fuel, staffing, and promotions.

**D. Employees**

- At no time shall a vessel be operated without properly trained, licensed, and certified vessel captains and trained crew as required by USCG regulations.
- All employee licenses, seamanship papers and other USCG-required documents and training certificates shall be on file with Manatee County at the onset of the contract and prior to any changes to staffing of any vessels used in the performance of this contract.

**E. County's Responsibilities**

- The County will maintain existing water taxi landings on county owned property. The participant municipalities shall maintain and repair their respective water taxi landings and upland properties. Additional water taxi

landings may be added by mutual agreement in other waterway locations to expand the service opportunities where practical, such landings would need to be TDT-eligible facilities, consistent with Florida Statutes.

- The County reserves the right to work with selected operators as well as other operators to provide increased service and passenger capacity as deemed necessary.
  - Initial landings
    - The Downtown Bradenton Day Dock, just east of the Green Bridge;
    - The Anna Maria City pier;
    - The Bridge Street pier, City of Bradenton Beach;
    - The Coquina South Boat Ramp, Beach Docks
- The County will provide directional signage and wayfinding signs where appropriate to improve visibility of the Coquina South boat ramp, landings and guide riders to this water taxi landing and nearby parking. The participant municipalities may provide directional signage and wayfinding signs where appropriate to their respective water taxi landings and related facilities.

#### **F. Corporation's Responsibilities**

- Maintain the Purchase Vessels.
- Insure the Purchase Vessels.
- Perform all scheduled and non-scheduled repairs meeting or exceeding OEM manufacturer recommendations and requirements.
- Provide monthly reports of all scheduled and non-scheduled inspections, maintenance, and vendor repairs.
- Provide copies of all invoices and receipts relating to all inspections, maintenance, and vendor repairs.
- Provide reports noting any accidents, theft, or damage.
- Provide monthly hour meter readings.
- Provide monthly fuel utilization report.
- Provide monthly ridership report.
- Maintain the Purchase Vessels and equipment to meet the scheduled service demands and adhere to proper vessel maintenance IAW manufacturer's commercial use standards for inspections and engine fluid and filter changes.
- In addition to the fiscal, ridership and revenue reports required above, provide sufficient vessels in number and size along with qualified staff for each vessel to meet all USCG standards for safe operation and provide

documentation of performance of scheduled maintenance by appropriately trained personnel IAW manufacturers specifications and USCG rules and regulations.

## **2. ANTICIPATED BEGINNING AND END DATE OF INITIAL TERM**

July 1, 2023 through June 30, 2028 unless revised by mutual agreement of both parties.

If the commencement of performance is delayed because the County does not execute the agreement on the start date, the County may adjust the start date, end date, and milestones to reflect the delayed execution.

## **3. EXTENSION**

The County and the Corporation may mutually agree to extend the Agreement consistent with section 3 of the Agreement. The County or Corporation shall give written notice of their intention to extend this contract no later than ninety (90) days prior to the expiration date of the current contract term.

## **4. PRICES**

All pricing shall be firm for the initial term of five (5) years except where otherwise provided by the specifications, and include all transportation, insurance, and warranty costs.

- The County shall not be invoiced at prices higher than those stated in the table in section 5 below.
- No fuel surcharges will be accepted, unless approved in advance by the County, at the County's sole discretion.

## **5. SUBSIDY**

These are the payments provided by the County under this initial 5-year contract to secure scheduled service and meet actual observed ridership and anticipated growth. The parties understand that the County's fiscal year runs from October 1 to September 30. Payments to be made in monthly installments, based on the ridership expectation percentages detailed in the table below.

The County will pay the Operator a monthly subsidy of \$24,851.14, regardless of ridership numbers, from July 1, 2023 to March 31, 2024. Starting April 1, 2024 and at six-month intervals thereafter on March 31 and

September 30, of every contract year, a reconciliation will be conducted by the County. This bi-annual reconciliation will review and calculate the average ridership of the preceding six-month timeframe. Based on the County's reconciliation, the monthly subsidy for the subsequent six-month period may be adjusted consistent with the closest ridership expectation percentage consistent with the table below, upon mutual agreement by the Parties without Manatee County Board of Commissioner approval.

The average preceding six-month ridership will be calculated to the nearest tenth, where applicable, to determine the closest ridership expectation percentage and monthly subsidy amount for the subsequent six-month period based on the table below.

If the decimal portion is less than 0.5 or the calculated percentage ends in a whole number less than five, the County will round down. If the decimal portion is more than 0.5 or the calculated percentage ends in a whole number greater than 5, the County will round up. If the decimal portion is precisely 0.5 or the calculated whole number percentage ends in 5, then the County will look to the place value to the left of the .5 or the whole number 5. If that number is odd number, the County will round up, and if that number is even number or zero, then the County will round down.

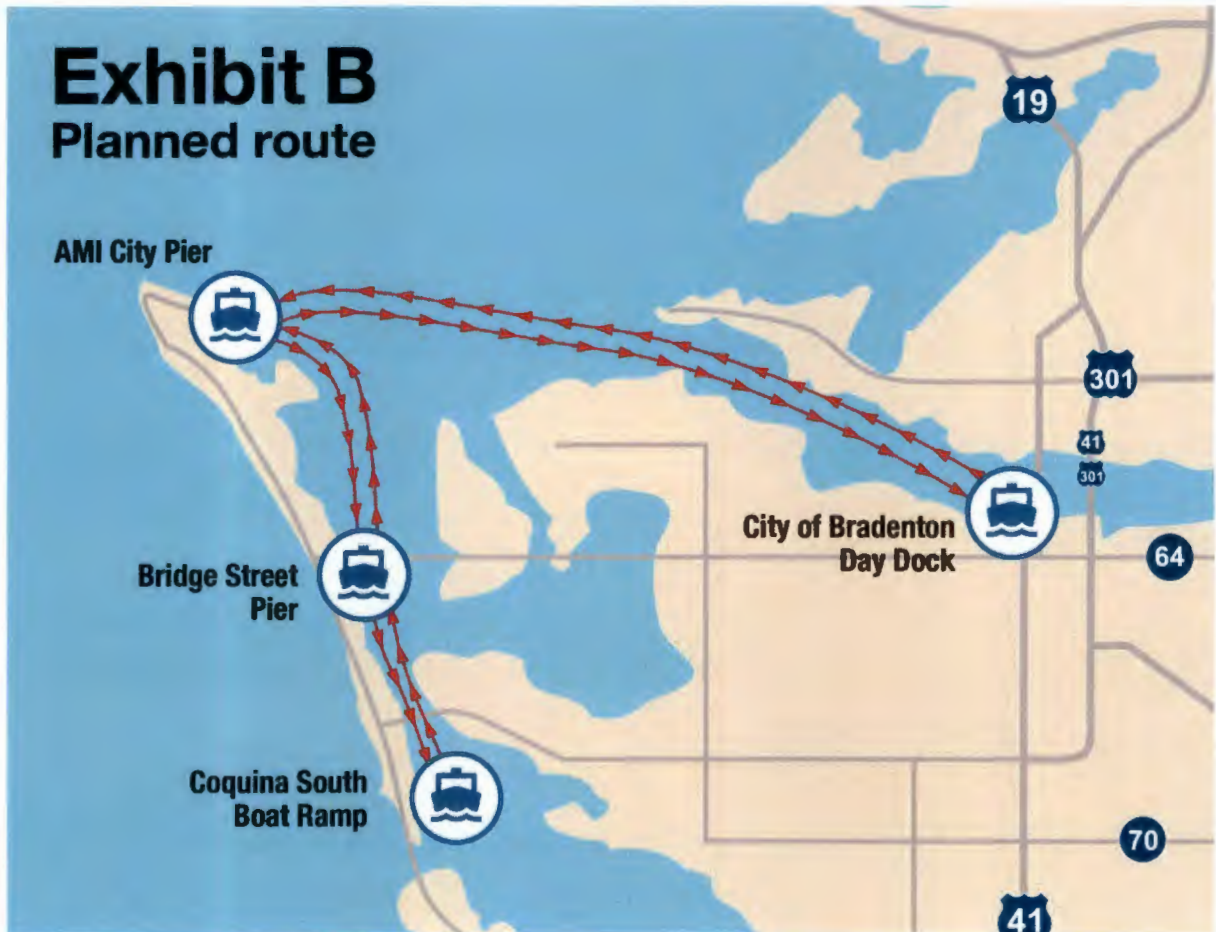
**Gulf Coast Water Taxi partnership with Manatee County for Water Transportation  
Financial Analysis  
2 Vessel Service Fridays-Sundays - Phase 1**

Operating Hours	3744
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Ridership Expectations		Farebox Recovery	County Subsidy Annually	Monthly Subsidy
	35% - 39.99%	\$ 231,943.95	\$ 400,000.00	\$ 33,333.33
	40% - 44.99%	\$ 265,078.80	\$ 397,618.20	\$ 33,134.85
	45% - 49.99%	\$ 298,213.65	\$ 364,483.35	\$ 30,373.61
	50% - 54.99%	\$ 331,348.50	\$ 331,348.50	\$ 27,612.38
A 55% RECOVERY IS ESTIMATED	55% - 59.99%	\$ 364,483.35	\$ 298,213.65	\$ 24,851.14
	60% - 64.99%	\$ 397,618.20	\$ 265,078.80	\$ 22,089.90
	65% - 69.99%	\$ 430,753.05	\$ 231,943.95	\$ 19,328.66
	70%+	\$ 463,887.90	\$ 198,809.10	\$ 16,567.43

## Exhibit B – Routes

Planned water taxi routes, but not limited to change/expansion based on customer feedback/demand:



### Exhibit C

#### Planned time and route schedule

\*Times subject to change based on consumer demand/water taxi operator feedback and only with the Executive Director's written approval

<b>Two Vessel Departure Times</b>			
<b>Bridge Street Departure to AMI</b>	<b>AMI Departure to Riverwalk</b>	<b>Riverwalk Departure to AMI</b>	<b>AMI Departure to Bridge Street</b>
10:30 a.m.	10:45 a.m.	10:30 a.m.	11:15 a.m.
11:30 a.m.	11:45 a.m.	11:30 a.m.	12:15 p.m.
12:30 p.m.	12:45 p.m.	12:15 p.m.	1: 00 p.m.
1:15 p.m.	1:30 p.m.	1:30 p.m.	2:15 p.m.
2:30 p.m.	2:45 p.m.	2:15 p.m.	3:00 p.m.
3:15 p.m.	3:30 p.m.	3:30 p.m.	4:15 p.m.
4:30 p.m.	4:45 p.m.	4:15 p.m.	5:00 p.m.
5:15 p.m.	5:30 p.m.	5:30 p.m.	6:15 p.m.
6:30 p.m.	6:45 p.m.	6:15 p.m.	7:00 p.m.
7:15 p.m.	7:30 p.m.	7:30 p.m.	8:15 p.m.
8:30 p.m.	8:45 p.m.	8:15 p.m.	9:00 p.m.
	9:30 p.m.	9:30 p.m.	



Exhibit D

Planned fee schedule (fees may be adjusted based on approval by the Board of County Commissioners)

<b>Schedule of Fees (Wheel Chair Seating included in below pricing)</b>	
<b>Each Way</b>	
<b>Adults (12+)</b>	<b>\$8.00</b>
<b>Seniors</b>	<b>\$6.00</b>
<b>Children (3-11)</b>	<b>\$5.00</b>
<b>Under 3</b>	<b>Free</b>