



CITY OF ANNA MARIA

P.O. Box 779, 10005 Gulf Drive, Anna Maria, FL 34216

Phone (941) 708-6130 Fax (941) 708-6134

AGENDA

MARCH 19, 2021 AT 10:30 A.M. CITY COMMISSION EMERGENCY MEETING

THIS COMMISSION MEETING IS BEING HELD USING OPTIONAL TELECOMMUNICATIONS MEDIA TECHNOLOGY.

TO ATTEND YOU MUST:

Dial in using your phone.
United States: [+1 \(929\) 205-6099](tel:+19292056099)
Meeting ID: 853-9200-0280

OUT OF COURTESY TO OTHERS, PLEASE MUTE YOUR PHONE WHEN NOT SPEAKING.

Pledge of Conduct: We may disagree, but we will be respectful of one another. We will direct all comments to the issues. We will avoid personal attacks.

CALL TO ORDER

PLEDGE TO THE FLAG

ROLL CALL

EMERGENCY MEETING

General Public Comment regarding non-agenda items and items not scheduled for future agendas will be taken at the beginning of the meeting with a limitation of three minutes. The Commission's intent is that General Public comment is to be used for the public to inform the Commission of new issues within the City. Public Comment regarding agenda items will be taken with each agenda item with a limitation of three minutes.

1. General Public Comment
2. Mote Marine MOU – Mayor Murphy

Press Comment

Adjournment

 (FSS 286.26) IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATE STATUTES, PERSONS WITH DISABILITIES NEEDING SPECIAL ASSISTANCE TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK FOR ASSISTANCE AT LEAST THREE BUSINESS DAYS PRIOR TO THE MEETING (941) 708-6130. SHOULD ANY INTERESTED PARTY SEEK TO APPEAL ANY DECISION MADE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, THEY WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS BE MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

MEMORANDUM OF UNDERSTANDING
CITY OF ANNA MARIA AND MOTE MARINE LABORATORY, INC.

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (“MOU”) are the City of Anna Maria, a Florida municipal corporation, (“City”), and Mote Marine Laboratory, Inc., a Florida not for profit corporation, (“Mote”). The purpose of this MOU is to set forth terms and conditions under which City and Mote can cooperate in fulfilling common goals of both entities.

WHEREAS, City and Mote have certain common goals which include the education of the public, including visitors and residents, as to the importance of the preservation of natural resources and marine life, and the encouragement of eco-tourism consistent with the goals of Mote and the City; and

WHEREAS, the City's pier is the largest tourist attraction in Manatee County and is a logical location for a marine science education and outreach center (Center) operated by Mote to educate both local residents and tourists of the importance of the surrounding marine environment, including conservation efforts to protect and sustainably use the natural resources and continued viability of the City of Anna Maria and the marine life along Florida's west coast; and

WHEREAS, the City and Mote recognize that there is a mutual advantage in working together to accomplish certain goals common to both entities;

WHEREAS, the City and Mote wish to set forth a plan of action with the end result being a Center focused on marine science, conservation and sustainable use and natural resources education on the City of Anna Maria Pier to be operated by Mote for the greater good of the City of Anna Maria and the public in general.

NOW, THEREFORE, it is agreed between City and Mote as follows:

1. **Recitations.** The recitations above are a part of this MOU.
2. **Grants.** City will attempt to acquire \$500,000 for the project through grants or otherwise, and Mote will seek to provide assistance to the City in obtaining such funds.
3. **Funds.** Once funds are acquired by the City through a grant or otherwise, such funds shall be held by the City pending the expenditures of such funds to accomplish the goals as described in this MOU. In the event grant or other funding is not obtained as contemplated by this MOU, neither party herein will have any further obligations under this MOU.
4. **Construction Contract.** After grant(s) are obtained or the funds for this project are otherwise obtained, the City and Mote shall execute a construction contract which shall generally have the following provisions:

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48 a) The City will be the Contract Administrator.

49 b) Mote will be responsible for the hiring of an architect and engineer,
50 subject to the approval of the City.

51 c) Mote will develop plans for the build-out of the 1800 (MOL) square foot
52 area on the Anna Maria Pier for the outreach center/learning lab.

53 d) The City will review and approve plans before further action takes place.

54 e) Mote shall be responsible to pull any required permits.

55 f) Mote shall be responsible for hiring its sub-contractors.

56 g) Mote shall supervise construction.

57 h) Any changes to the plans shall require City approval.

58 i) Mote will submit bills for the construction to the City for City review and
59 payment to Mote.

60 j) City may review Mote financial records specifically, directly and solely
61 related to construction of the Center..

62 k) Construction contract shall require payment and performance bonds and
63 no liens shall be allowed to attach to City property.

64 l) Construction contract shall have specific dispute process.

65 m) If change orders are requested, the City and Mote shall together resolve
66 the issue before work proceeds.

67 n) Construction contract shall have specified completion date with penalty
68 provisions as decided together by City and Mote.

69 o) Any cost overruns for the build-out over the \$500,000 allocated by the
70 City for construction shall be paid in full by Mote, unless such overruns
71 are a result of requests by the City for work not contemplated within this
72 MOU. Any overruns resulting from requests by the City for work not
73 contemplated within this MOU shall be paid in full by the City.

74 5. **Develop a Lease.** Contemporaneously with the development of a construction
75 contract, the City and Mote shall develop a Lease which shall generally have the
76 following provisions:

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78 a) The Lease shall have General Conditions in a form similar to other 3rd
79 party non-profit leases utilized by the City.

80 b) The Lease shall describe the leased space which shall include only the
81 interior of the building.

82 c) The term and renewals shall be 2 terms of 5 years each, with Mote having
83 the option of extending to the second term.

84 d) Maintenance responsibility shall be described in the Lease which shall be
85 Mote having the responsibility for the inside of the building, but the City
86 maintaining all else.

87 e) The Lease shall set forth the responsibilities for payment of utilities with
88 the City paying electric, gas, water, waste disposal, telephone and Mote
89 paying for Internet it may use.

90 f) Parking shall be provided to Mote with 3 marked spaces.

- g) Hours of Center operation by Mote will generally be 7 days per week from 10:00 a.m. to 6 p.m., but are subject to change for programming needs by Mote with notification to the City.
- h) Access, use and requirements as to common areas shall be the same as currently in force at the existing grille and bait shop.
- i) Representatives of City and Mote shall meet once per year, no earlier than 12 months after Mote's facility is open to the public, then yearly thereafter, to review the financial aspects of Mote's operation on the Pier to determine whether Mote makes a profit from its retail sales at the Pier in an amount over and above its expenses of operation of such facility. If there is a profit shown, Mote and City shall negotiate regarding payments to the City from such profit.
- j) Mote will endeavor to partner with the AMI Center, the Anna Maria Historical Society, and Turtle Watch as appropriate and when beneficial to both parties.

6. **Cancellation.** This MOU may be cancelled by mutual agreement of both parties, and this MOU shall be merged into the Lease when such Lease is executed by both parties.

7. **Notices.** Notices under this MOU shall be effective upon personal delivery or five (5) days after the placing of such notice in the U.S. Mail, postage prepaid to the following addresses:

If to City:

Mayor Dan Murphy
City of Anna Maria
P.O. Box 779
City of Anna Maria, Florida 34216

If to Mote:

Mote Marine Laboratory, Inc.
1600 Ken Thompson Parkway
Sarasota, FL 34236
Attn: Dr. Michael Crosby

AGREED TO this day of , 2021.

CITY OF ANNA MARIA

MOTE MARINE LABORATORY, INC.

By: Dan Murphy, Mayor

By: Dr. Michael Crosby, President