

**INTERLOCAL AGREEMENT
FOR SUPPORT OF THE INTER-CITY FERRY SERVICE**

THIS INTERLOCAL AGREEMENT FOR SUPPORT OF THE INTER-CITY FERRY SERVICE (this "AGREEMENT") is made and entered into this ____ day of _____ 2022, by and between PINELLAS COUNTY ("COUNTY"), a political subdivision of the State of Florida, and the CITY OF ST. PETERSBURG ("CITY"), a municipality of the State of Florida within Pinellas County, (COUNTY and CITY are collectively referred to herein as "PARTNERS").

WITNESSETH:

WHEREAS, on June 16, 2021, Hillsborough County entered into an Operating Agreement with HMS Ferries, Inc. (as it may be amended from time to time, the "Inter-City Ferry Service Operating Agreement") to operate a seasonal Tampa-to-St. Petersburg Ferry Service (the "Inter-City Ferry Service"); and

WHEREAS, on September 21, 2021, Hillsborough County, the City of Tampa, and each of PARTNERS, entered into a four-party interlocal agreement (the "Original Interlocal Agreement") to provide support for four seasons of the Inter-City Ferry Service as identified in the Inter-City Ferry Service Operating Agreement via four annual lump-sum increasing payments to Hillsborough County; and

WHEREAS, the four seasons begin (or in the case of season 1 began) on October 1 of 2021, 2022, 2023, and 2024 respectively, and expire (or in the case of season 1 expired) on April 30, 2022, May 31, 2023, June 30, 2024, and September 30, 2025, respectively; and

WHEREAS, in accordance with the termination rights granted to each of the parties to the Original Interlocal Agreement, COUNTY terminated the Original Interlocal Agreement on May 13, 2022, following season 1 of the Inter-City Ferry Service, which ended on April 30, 2022; and

WHEREAS, CITY expects to enter into a new interlocal agreement with Hillsborough County and City of Tampa to set forth the support for seasons 2, 3, and 4 of the Inter-City Ferry Service in accordance with the Inter-City Ferry Service Operating Agreement; and

WHEREAS, COUNTY desires to continue to support the Inter-City Ferry Service, albeit through a one-time \$129,500 lump-sum payment paid directly to CITY, which CITY must use in support of the Inter-City Ferry Service in increasing amounts for seasons 2, 3, and 4; and

WHEREAS, CITY supports the Inter-City Ferry Service and is agreeable to COUNTY'S funding proposal above.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, PARTNERS hereby agree as follows:

1. The recitals above are incorporated herein.
2. Within thirty (30) days of the effective date of this AGREEMENT, COUNTY shall deliver CITY a check for a single lump-sum payment of \$129,500 (the "COUNTY Payment"). The check shall be made out to the City of St. Petersburg and delivered via USPS Certified Mail to the following address: City of St. Petersburg, P.O. Box 2842, St. Petersburg, FL 33731, Attn: Anne Fritz, Chief Financial Officer, Finance Department 5th Floor – Municipal Services Center.
3. The COUNTY Payment must be expended by CITY solely and exclusively in support of the Inter-City Ferry Service in accordance with the following schedule: \$38,000 for season 2; \$40,500 for season 3; and \$51,000 for season 4. Any unexpended share of the COUNTY Payment for any season must be refunded to COUNTY within thirty (30) days following the end of that season. Any such refund shall be paid via check made out to the Pinellas County Board of County Commissioners and delivered via USPS Certified Mail to the following address: Pinellas County Clerk of the Circuit Court, P.O. Box 2438, Clearwater, FL 33757-2438.
4. Within sixty (60) days after the end of seasons 2, 3, and 4, CITY shall deliver to COUNTY the last monthly operations report (as identified in paragraph 22 of the Inter-City Ferry Service Operating Agreement) for such season. After receiving the last monthly operations report for

such season from CITY, COUNTY may ask CITY to provide further information regarding the content therein; assuming that CITY can reasonably obtain such information, CITY shall provide such information to COUNTY within a reasonable timeframe.

5. CITY shall make reasonable efforts to ascertain if the Inter-City Ferry Service Operating Agreement is terminated and immediately notify COUNTY of same. If the Inter-City Ferry Service Operating Agreement is terminated at any time, this AGREEMENT shall automatically terminate, and CITY shall promptly refund COUNTY any prorated remaining share of the COUNTY Payment. Any refund due to COUNTY under this Section shall be paid and delivered per the information provided in Section 3 above.
6. PARTNERS may amend, extend, or terminate this AGREEMENT by mutual written agreement at any time.
7. PARTNERS shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either PARTNER. Nothing herein grants any third party any right to sue either PARTNER.
8. This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Florida.
9. In the event that any provision herein is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this AGREEMENT shall not be affected or impaired.
10. Except as otherwise provided herein, all notices and other correspondence required under this AGREEMENT shall be in writing and delivered to the following persons via hand delivery, USPS mail, or e-mail:

COUNTY:

Kelli Hammer Levy
Department Director
Pinellas County Public Works
22211 U.S. Highway 19 N,
Clearwater, FL 33765
klevy@pinellascounty.org

CITY:

Evan Mory
Transportation & Parking Management Director
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731
Evan.Mory@stpete.org

Either PARTNER may designate alternative contact information at any time.

11. This AGREEMENT may be signed in counterparts by PARTNERS.
12. Pursuant to Section 163.01(11), Florida Statutes, this AGREEMENT shall become effective after a version of same signed by each PARTNER is filed with the Pinellas County Clerk of the Circuit Court by COUNTY. Unless duly terminated or extended in accordance with the terms herein, this AGREEMENT shall expire upon receipt of notice by CITY from COUNTY that COUNTY is not requesting further information on the last monthly operations report for season 4 pursuant to Section 4 above.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, PARTNERS have executed this AGREEMENT as of the day and year first above written.

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

By: _____
Kenneth T. Welch, as its Mayor

City Clerk
(SEAL)

Approved as to Form and Content

City Attorney (Designee)

PINELLAS COUNTY, FLORIDA,
by and through its County
Administrator:

By: _____
Barry A. Burton

Approved as to form

Brendan Mackesey

County Attorney