

NON-EXCLUSIVE DEBRIS REMOVAL EQUIPMENT STAGING AREA USE LICENSE AGREEMENT

This Agreement is entered on this 28 day of August, 2025 (the "Effective Date") by and between the **Florida Department of Transportation** (the "Department") and the **City of Madeira Beach**, a Florida municipal corporation (the "City") for the use of designated property for staging of the Department's and/or the Department's contractors' debris removal equipment as well as debris storage. The Department desires to use and City agrees to permit the use of, at no cost except as otherwise provided herein, the following described designated property:

**Lands more fully depicted in Exhibits "A" and "B" (the "Property"), or
such other areas as may be agreed to by City and the Department.**

1. **Use.** The Department may have use of the "Property" to stage debris removal equipment prior to and immediately after a hurricane or other emergency event that necessitates debris removal activities as well as debris storage. This Agreement is specifically authorized for sand, construction, demolition, and vegetative debris only. White goods (Discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances) are excluded and not authorized in this agreement. The "Property" shall be used for no other purpose without the prior written consent of City such consent to be granted in City's sole discretion. The Department recognizes that the area will be available only as long as it is vacant, and City has no obligation to provide an alternative area.
2. **Care and Maintenance of Designated Property.** The Department acknowledges that the Property is adequate to stage debris removal equipment and store debris.
 - A. The Department will return the Property to its original condition.
 - B. The Department shall not alter the Property without the written consent of City such consent to be granted in City's sole discretion.

The Department shall be responsible for any damage to the Property that occurs during their use. If repairs are required, the Department shall complete the repairs in a timely manner and to the reasonable satisfaction of City. If the Department fails to undertake repairs within thirty (30) days of notice from City, City may complete the repairs to its satisfaction and the Department shall pay City for the cost to cure. Should City find it necessary to complete the repairs, City will provide Department with a scope of work and beginning and ending dates.

The Department shall only be responsible for damages directly caused by its activities under this Agreement. No liability shall be assigned to the Department for damages resulting from the actions of third parties or pre-existing site conditions.

3. **Entry and Access.** City shall permit the Department access to the Property at any time upon reasonable notice.

- A. The Department will provide City with points of contact and the phone number of the crews that will be reporting to the Property.
 - B. The Department will complete check-in for each crew and piece of equipment upon arrival at the Property and maintain a list of all crew members and equipment. The list will be made available to City within one (1) business day after written request.
 - C. Department representatives shall provide their driver's license or other official photo identification to City personnel or other such designee as City may choose from time to time to gain access to the Property.
- 4. **Costs.** If City can document that there were costs associated with the Department's use of the "Property" that would not have occurred but for the Department's use, City may seek compensation for such documented costs from the appropriate party.
 - 5. **Termination.** This Agreement shall remain in effect for one year from the effective date of this Agreement with an automatic renewal for subsequent one year terms each year thereafter until cancelled upon written notification of either party.
 - 6. **Liability.** Each Party agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employees or agents in relation to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable, and subject to other relevant state law.
 - 7. **Notices.** All notices pursuant to this Agreement shall be in writing at the following addresses:

Department of Transportation:

Julie H. Ostoski, P.E.
Pinellas Operations Engineer
FDOT District 7 - Pinellas Operations Center
5211 Ulmerton Rd, Clearwater, FL 33760
Telephone: 727-575-8311
Email: Julie.Ostoski@dot.state.fl.us

City of Madeira Beach

Robin Gomez, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
Telephone: (727) 391-9951
Email: rgomez@madeirabeachfl.gov

With a copy to:

Thomas J. Trask, Esq., City Attorney
Trask Daigneault, LLP

1001 S. Ft. Harrison Avenue
Suite 201
Clearwater, FL 33756
Email: tom@cityattorneys.legal

Modifications. Modifications to this Agreement shall only be made in writing and signed by both parties.

8. **Choice of Law.** This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Pinellas County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date hereof.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**

By:  Julie Ostoski
Print Name: Julie Ostoski
Title: Pinellas Operations Engineer
Dated: 8/28/2025

CITY OF MADEIRA BEACH
a Florida municipal corporation

By: _____
Robin Gomez, City Manager
Dated: _____

ATTEST:

Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S., Esquire,
City Attorney

