

**INTERLOCAL AGREEMENT FOR  
STORM DEBRIS MANAGEMENT SITE “LOT 14” UTILIZATION**

This Interlocal Agreement for Storm Debris Management Site (“DMS”) “Lot 14” Utilization (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF LARGO, a Florida municipal corporation (“Largo”) and the TOWN OF BELLAIR, a Florida municipal corporation (“Belleair”), CITY OF INDIAN ROCKS BEACH, a Florida municipal corporation (“Indian Rocks Beach”), CITY OF BELLEAIR BEACH, a Florida municipal corporation (“Belleair Beach”), and CITY OF MADERIA BEACH, a Florida municipal corporation (“Maderia Beach”) (collectively, excluding Largo, the “Cities”, individually each shall be referred to as “City”), all of which are located in Pinellas County, Florida (collectively, including Largo and Cities, shall be referred to as “Parties”).

**WITNESSETH**

WHEREAS, this Agreement is made and entered into among the Parties pursuant to Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969”; and

WHEREAS, tropical storms and hurricanes often produce excessive amounts of construction & demolition debris (“C&D”) and vegetative debris; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) has stringent requirements for clean-up activities, including but not limited to the removal of C&D and vegetative debris following certain natural disasters, including tropical storms and hurricanes; and

WHEREAS, the Cities do not currently have a location to store C&D and vegetative debris produced by a natural disaster such as a tropical storm or hurricane; and

WHEREAS, the Cities seek a location to store their C&D and vegetative debris following a natural disaster such as a tropical storm or hurricane; and

WHEREAS, Largo has agreed to provide the Cities use of an area of Largo’s land as a location for the Cities to store their C&D and vegetative debris following a natural disaster such as a tropical storm or hurricane; and

WHEREAS, the Cities have agreed to accept use of Largo’s land as a location for the Cities to store their C&D and vegetative debris following a natural disaster such as a tropical storm or hurricane in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by the Parties, it is agreed by and between the Parties as follows:

**AGREEMENT**

1. The foregoing recitals are true and correct and are hereby incorporated fully by reference.
2. Following the Governor's Declaration of an Emergency for Pinellas County for a natural disaster classified as a tropical storm or hurricane by the National Weather Service (“Storm”), Largo will make a portion of its land available to the Cities for the storage of C&D and vegetative debris produced

by the Storm (“Debris”). Specifically, Largo agrees to make available to each City a one and one-half (1.5) acre of the of an area of land commonly known as “Lot 14,” as further described in Exhibit A, attached hereto and incorporated herein (the “Lot”). In the event a City wishes to obtain additional space from Largo for Debris storage, they may request additional space from Largo’s Utilities Director in writing. Largo’s Utilities Director may provide additional space to the requesting City in his or her sole and absolute discretion.

3. Each City shall be permitted to store its Debris on the Lot for ninety (90) days after a Governor's Declaration of Emergency for Pinellas County. In the event a City requires additional time to store its Debris on the Lot, the City shall request such additional time from the Largo Utilities Director no later than seventy-five (75) days after the Declaration of Emergency. Largo’s Utilities Director may provide additional time to the requesting City in his or her sole and absolute discretion.

4. Each City shall be solely responsible for all transportation of its Debris to and from the Lot.

5. Largo shall charge \$500 per Storm for each City for the storage of their Debris on the Lot, except as provided for in this section. Each City shall be solely responsible for all costs incurred managing, transporting, monitoring, and storing its Debris, at all times, including but not limited to while its Debris is on the Lot. Largo shall not be responsible for any costs incurred by any City in relation to the Cities’ Debris or storage of the Cities’ Debris on the Lot. In the event Largo is charged for any costs associated with the Cities’ Debris, the City responsible for the costs shall immediately reimburse Largo.

6. Each City shall be responsible for its Debris at all times, including but not limited to while the Debris is being stored on the Lot.

7. Parties shall not store anything else, including any other type of debris, on the Lot except for C&D and vegetative debris produced by a Storm.

8. Upon each individual City’s removal of its Debris from the Lot, each City shall return the portion of the Lot where the City’s Debris was stored to the condition the Lot was in prior to the storage of the City’s Debris, as deemed acceptable by Largo in its discretion.

9. Each City shall coordinate its performance under this Agreement with Largo’s debris managers, whose contact information is set forth in section 17 of this Agreement.

10. At all times during this Agreement, each City shall be responsible for ensuring compliance with all federal, state and local rules and regulations including, but not limited to, federal and state environmental requirements with regard to storing its Debris on the Lot.

11. To the maximum extent permitted by law, each City agrees to assume liability for and indemnify, hold harmless, and defend Largo, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys’ fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the negligent or deliberate acts or omissions of the City, its elected officials, mayors, officers, employees, agents, and attorneys with regard to the City’s Debris stored on the Lot under this Agreement. Nothing contained herein shall in any way waive any immunity from or limitation of liability that each party enjoys presently under the Florida Constitution, Florida Statutes, particularly with respect to

chapter 768, Florida Statutes, or the doctrine of sovereign immunity. The obligations contained in this section shall survive termination of this Agreement.

12. If any one or more sections, clauses, sentences or parts of this Agreement shall for any reason be questioned in any court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confined in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provision of this Agreement in any one or more instances shall not affect or prejudice in any way its applicability or validity in any other instances.

13. Largo may terminate this Agreement by providing thirty (30) days' written notice to the Cities. Any City may terminate this Agreement as it relates to that City by providing thirty (30) days' written notice to Largo and the other Cities. All benefits and obligations under this Agreement as they relate to the party or parties that are the subject of the termination notice, will cease thirty (30) days from the receipt of a termination notice, except for the obligations contained in section 11 above.

14. This Agreement shall become effective ten (10) days after execution by the parties and upon its filing with the Clerk of the Circuit Court for Pinellas County as provided for in Section 163.01(11), Florida Statutes ("Effective Date"). This Agreement shall remain in effect for (5) five years from the Effective Date, unless earlier terminated pursuant to section 13 above, and shall automatically renew for (4) four additional one (1) year terms, unless Largo or a City provides written notice to the other parties thirty (30) days in advance of the renewal date of their intent not to renew.

15. This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives. No party shall assign or otherwise transfer any of its rights or duties under this Agreement without the express prior written consent of the other parties.

16. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of either party, nor shall it be construed as enforceable by any third parties.

17. All notices, requests, demands, deliveries, and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or delivered personally when sent by facsimile, telex or telegram, or when mailed, registered or certified, first-class postage pre-paid as set forth below:

If to Belleair to:

Gay Lancaster, Town Manager  
Town of Belleair  
901 Ponce de Leon Blvd.  
Belleair, FL 33756

With a copy to:

Town Attorney  
Jay Daigneault, B.C.S.

Trask Daigneault, L.L.P.  
1001 S. Ft. Harrison Ave. Suite 201  
Clearwater, FL 33756

If to Indian Rocks Beach to:

Gregg Mims, City Manager  
City of Indian Rocks Beach  
1507 Bay Palm Blvd.  
Indian Rocks Beach, FL 33785

With a copy to:

City Attorney  
Randy Mora, B.C.S.  
Trask Daigneault, L.L.P.  
1001 S. Ft. Harrison Ave. Suite 201  
Clearwater, FL 33756

If to Belleair Beach to:

Kyle Riefler, City Manager  
City of Belleair Beach  
444 Causeway Blvd.  
Belleair Beach, FL 33786

With a copy to :

City Attorney  
Randy Mora, B.C.S.  
Trask Daigneault, L.L.P.  
1001 S. Ft. Harrison Ave. Suite 201  
Clearwater, FL 33756

If Madeira Beach to:

Robin Gomez, City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

with a copy to:

Thomas J. Trask, B.C.S.

Trask Daigneault, L.L.P.  
1001 S. Ft. Harrison Ave. Suite 201  
Clearwater, FL 33756

If to Largo, to:

Shauwn Clark and John Benton  
Debris Managers  
City of Largo  
P.O. Box 296  
Largo, Florida 33779-0296

with a copy to:

City Attorney  
Alan S. Zimmet, B.C.S.  
P.O. Box 296  
Largo, Florida 33779-0296

Any party may change the persons and addresses to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

18. This Agreement embodies the whole agreement of the parties and supersedes any other prior agreements or negotiations relating to the subject matter of this Agreement. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations, and/or agreements, whether written or oral, between the parties. This Agreement may be modified only in writing executed by all parties.

19. This Agreement shall be construed by and controlled under the laws of the State of Florida. The parties agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division. For any dispute related to the implementation of the provisions of this Agreement, all parties agree to first utilize the dispute resolution provisions contained in Chapter 164, Florida Statutes, as amended.<sup>20</sup> Nothing in this Agreement shall prevent Largo from utilizing the Lot for any purposes that do not interfere with the Cities' use of the Lot during a Storm. The Cities shall not use the Lot to store their Debris to interfere with any use or operation conducted by Largo on the Lot. Nothing in this Agreement shall prevent Largo from entering into an agreement with other cities not a party to this Agreement to allow them to store debris during a Storm on the Lot.

21. This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party on the basis of which party drafted the agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the \_\_\_\_\_ day and \_\_\_\_\_ year first above written. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the \_\_\_\_\_ day and \_\_\_\_\_ year first above written.

TOWN OF BELLAIR,  
a Florida municipal corporation

By: \_\_\_\_\_

Print Name: Gay Lancaster

Town Manager of BELLEAIR

CITY OF LARGO,  
a Florida municipal corporation

By: \_\_\_\_\_

Louis (“Woody”) L. Brown

Mayor of Largo

ATTEST:

ATTEST:

Print Name:

Diane L. Bruner

\_\_\_\_\_  
Christine Nicole, Town Clerk of BELLEAIR

\_\_\_\_\_  
City Clerk of Largo

Reviewed and Approved:

\_\_\_\_\_  
Jay Daigneault, Town Attorney

CIT OF INDIAN ROCKS BEACH,  
a Florida municipal corporation

By:

\_\_\_\_\_  
Print Name: Gregg Mims

\_\_\_\_\_  
City Manager of Indian Rocks Beach

ATTEST:

Print Name:

\_\_\_\_\_  
Lorin Kornijtschuk, City Clerk of Indian  
Rocks Beach

Reviewed and Approved:

\_\_\_\_\_  
Randy Mora, City Attorney

CITY OF MADERIA BEACH,  
a Florida municipal corporation

By:

\_\_\_\_\_  
Print Name: Robin Gomez

\_\_\_\_\_  
City Manager of Maderia Beach

Reviewed and Approved:

\_\_\_\_\_  
Alan S. Zimmet, City Attorney

CITY OF BELLEAIR BEACH,  
a Florida municipal corporation

By:

\_\_\_\_\_  
Printed Name: Kyle Riefler

\_\_\_\_\_  
City Manager of Belleair Beach

ATTEST:

Print Name:

\_\_\_\_\_  
Renee Rose, City Clerk of Belleair Beach

Reviewed and Approved:

\_\_\_\_\_  
Randy, Mora, City Attorney

ATTEST:

Print Name:

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Clara Vanblargan, City Clerk of Maderia  
Beach

Reviewed and Approved:

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Thomas J. Trask, City Attorney

**Exhibit A**

“The Lot 14”

# Lot 14 DMS Layout

