

INTERLOCAL AGREEMENT FOR THE DESIGNATION OF COLLECTION & REMOVAL RESPONSIBILITIES WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT, is entered into by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to as "Parties".

Recitals

WHEREAS, the Parties are authorized to and do enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Parties separately control and maintain various rights-of-way throughout the geographic boundaries of Pinellas County; and

WHEREAS, due to functional classification, road transfers, and/or annexation, the COUNTY has control or maintenance responsibility over certain roads within the geographic boundaries of the MUNICIPALITY and similarly, the MUNICIPALITY has control or maintenance responsibility over certain roads within the COUNTY's jurisdictional boundaries; and

WHEREAS, pursuant to Fla. Stat. §335.04 (1993) and §335.0415 (2025), due to functional classification, the COUNTY may have maintenance responsibility for the "roadbed, curbs, culverts, drains, and other drainage appurtenances" on some county roads within the MUNICIPALITY's boundaries, while the MUNICIPALITY simultaneously has maintenance responsibility over "sidewalks and other ways...open to the public;"; and

WHEREAS, as a result thereof, and in order to ensure that disaster debris collection is performed in the most efficient and cost-effective manner avoiding, where possible, the risk of duplication of efforts, the Parties recognize and agree that the public is better served by the Parties designating debris collection and removal responsibilities in areas where both Parties may have some roadway jurisdiction or responsibility or

where annexation has created a patchwork of properties within municipal and unincorporated limits on a single road; and

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

SECTION 1 INTENT OF THE PARTIES

This interlocal Agreement designates responsibilities for disaster debris collection and removal as between the COUNTY and MUNICIPALITY.

SECTION 2 OBLIGATIONS OF THE COUNTY

The COUNTY will be responsible for coordinating and ensuring debris collection and removal on COUNTY roads that are within unincorporated areas of the COUNTY and are not along MUNICIPAL solid waste collection routes. The COUNTY will not be responsible for debris removal on MUNICIPAL roads, debris generated from MUNICIPAL residents or commercial properties, debris generated from properties along MUNICIPAL solid waste collection routes, or other property under the jurisdiction of a MUNICIPALITY, except as otherwise mutually agreed upon in writing.

SECTION 3 OBLIGATIONS OF THE MUNICIPALITY

3.1 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written amendment, the MUNICIPALITY will be responsible for coordinating and ensuring disaster debris collection and removal on the MUNICIPALITY's roads and properties, as applicable, within their solid waste collection areas.

3.2 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written amendment, the MUNICIPALITY will be responsible for coordinating and ensuring disaster debris collection and removal on COUNTY roads within or abutting properties within the MUNICIPALITY's boundaries and debris generated by MUNICIPAL residents or other property under the MUNICIPALITY'S jurisdiction, regardless of road jurisdiction.

3.3 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written amendment, the MUNICIPALITY is responsible for collecting and removing disaster debris from rights-of-way abutting any unincorporated enclaves within the MUNICIPALITY's geographic boundaries.

SECTION 5 OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Public Works
Kelli Hammer-Levy, Director
22211 U.S. Highway 19 North
Clearwater, FL 33765
klevy@pinellas.gov

MUNICIPALITY: See Contact Information on Signature page

SECTION 6 HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement, including any amendment hereto and additionally hold each other harmless should this Agreement be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement.

SECTION 7 FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto, must be filed with the Clerk of the Circuit Court of Pinellas County.

[Remainder of page intentionally left blank]

SECTION 8 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

8.1 This Agreement may be signed in counterparts and will become effective as to each MUNICIPALITY after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 6 and shall remain in effect until canceled.

8.2 This Agreement may be canceled for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 10 ENTIRE AGREEMENT

This document embodies the whole agreement between the Parties delineating jurisdiction for disaster debris collection and removal on public roads. 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 verbal, between the Parties hereto concerning the delineation of jurisdiction for disaster debris collection and removal on public roads.

SECTION 11 APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 8.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: *Barry Burton*
Barry A. Burton
County Administrator

Legal review:

APPROVED AS TO FORM
By: *Christy Donovan Pemberton*
Office of the County Attorney

CITY OF GULFPORT

By: James E. O'Reilly

Print Name: JAMES E. O'REILLY

Title: CITY MANAGER

ATTEST: Theresa M. Carrico

Legal review: [Signature]

(MUNICIPAL



Contact Information for Notification

Name: Kendrix S. Anderson

Title: Public Works Director

Address: 2401 53rd Street South Gulfport Florida, 33707

Phone: 727-893-1090

E-mail: kanderson@mygulfport.us