

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of this 17th day of, October 2023 by and between Pinellas County, Florida (“County”) and the City of Clearwater, Florida (“the City”), (collectively, the “Parties” or individually a “Party”).

RECITALS

WHEREAS, pursuant to State law, Florida counties and not municipalities have been granted the exclusive right and authority to adopt anchoring limitation areas (“ALA”) within their respective county borders; and

WHEREAS, State law provides the conditions for a County to establish an ALA; and

WHEREAS, the City has asked the County to establish an ALA (the “City ALA”), wholly within municipal limits, as depicted in Exhibit A attached hereto, and the County has agreed to do so; and

WHEREAS, the County will seek a permit (the “Permit”) from the Florida Fish & Wildlife Conservation Commission (FWC) for the signs and buoys required by State law to mark the City ALA; and

WHEREAS, the City agrees to bear any costs and responsibilities related to the Permit, including but not limited to the installation, maintenance, monitoring/inspection, and replacement of the signs and buoys required by the Permit; and

WHEREAS, the City further agrees, subject to applicable statutory limitations, to indemnify, defend, and hold harmless the County as set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises, covenants, and conditions herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS

The above recitals are true and correct and are incorporated herein.

2. PURPOSE

The Parties herein desire to enter into this Agreement for purposes of setting forth respective responsibilities and obligations hereunder.

3. TERM OF AGREEMENT

This Agreement shall be effective as of the date the Agreement is fully executed and shall remain in effect until the Agreement is either terminated by either Party for any reason upon 30 day written notice of termination or if the City ALA is repealed by County ordinance.

4. COUNTY OBLIGATIONS:

The County will apply to FWC for the Permit after this Agreement is fully executed.

5. CITY OBLIGATIONS:

- a. The City will solely bear all costs associated with the Permit, including application or renewal costs, if any, and will supply the County with all necessary assistance and documentation such as surveys, legal descriptions, legal sketches, etc. as may be required by FWC to establish the City ALA and issue the Permit.
- b. The City will be solely responsible for selecting and hiring any contractor(s) needed to install, maintain, monitor/inspect, and replace the signs and buoys required by the Permit.
- c. The City will be solely responsible for all costs related to installing, maintaining, monitoring/inspecting, and replacing as needed, all signs and buoys required by the Permit. The City will be responsible for providing FWC (with copies to the County) all ongoing required Permit documentation, including but not limited to triennial inspection reports, proof of repairs/replacements as needed, and accident reports, if any. To the extent that the County learns of maintenance issues, inspection issues, disrepair, etc., the County will notify the City of same to ensure that the City cures any such issue within 5 business days of notice. If the City fails to do so within the 5-day period, the County reserves the right, in instances of public health, safety and welfare, to cure the issue and seek reimbursement from the City, and the City agrees to promptly reimburse the County upon receipt of any such invoice.
- d. The City will provide the County with the City's immediate point of contact information, both phone number and email address, for the County to be able to direct any citizen calls, complaints or inquiries regarding the City ALA received by County.
- e. The City will coordinate with law enforcement to ensure enforcement of the City ALA.
- f. In the event that the Permit is revoked or expires for any reason, or this Agreement is terminated or expires, the City, at its sole cost, shall ensure removal of the signs and buoys that the City installed under the Permit. If the City fails to remove any such signs or buoys within 30 days of Permit revocation or expiration or Agreement termination or expiration, the County will have the right to do so, and the City will reimburse the County for any costs that the County incurs in doing so.

6. INDEMNITY

The Parties further agree that the City will, subject to applicable statutory limitations, indemnify, defend, and hold harmless the County, its agents, elected officials, and employees from all damages, suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property in any way relating to, or arising from the Permit (including the signs and markers authorized thereby), the City ALA, or this Agreement.

7. INSURANCE REQUIREMENTS

- a. The City will ensure that any contractor(s) that the City utilizes to perform any work related to the Permit (including the signs and markers authorized thereby), the City ALA, or this Agreement, agrees to indemnify, defend, and hold harmless the County, its agents, elected officials, and employees from all damages, suits, actions, or claims of any character in any way relating to or arising from such work.
- b. The City will ensure that any such contractor(s) name the County as an additional insured entity.

8. AMENDMENTS

This Agreement may be modified or amended only by a document in writing executed by the Parties.

9. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement.

10. SEVERABILITY

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the clause, term, or condition held to be illegal, or void renders the balance of the Agreement impossible to perform.

11. NOTICES

Except as otherwise provided in this Agreement, all notices, invoices, payments, demands, requests for approvals, and other communications which are required to be given by one Party to another shall be in writing and shall be deemed given and delivered (a) on the date delivered in person, (b) upon the expiration of 5 days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or (c) upon the date delivered by overnight courier (signature required) to the address provided below.

CITY OF CLEARWATER
City of Clearwater
Attn: Marine & Aviation Director
25 Causeway Boulevard
Clearwater, FL 33767

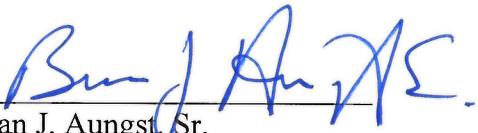
PINELLAS COUNTY
Pinellas County Public Works Dept.
Attn: Public Works Dept. Director
22211 U.S. Highway 19 N
Building #1
Clearwater, FL 33765

12. ENTIRE AGREEMENT

This Agreement reflects the full and complete agreement between the Parties regarding the subject matter contained herein and supersedes all prior or contemporaneous agreements (whether oral or written) between them regarding the subject matter contained herein.

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

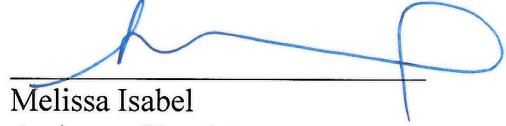
Countersigned:


Brian J. Aungst, Sr.
Mayor

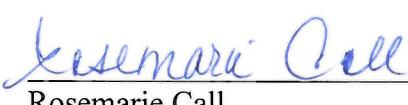
CITY OF CLEARWATER, FLORIDA

By: 
Jennifer Poirier
City Manager

Approved as to form:


Melissa Isabel
Assistant City Attorney

Attest:


Rosemarie Call
City Clerk



PINELLAS COUNTY, FLORIDA

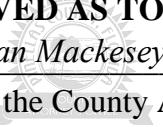
By: 
Janet C. Long, Chairman
Pinellas County Board of County Commissioners

ATTEST


DeLynn Lewis
Deputy Clerk



APPROVED AS TO FORM

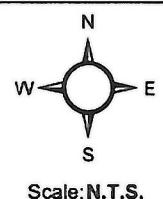
By: 
Brendan Mackesey
Office of the County Attorney

AERIAL MAP



 CLEARWATER BEACH AND RECREATION, BAY STRENGTH
Prepared by: Department of Public Works - Engineering Geographic Technology Division 100 S. Myrtle Ave, Clearwater, FL 33756 Ph: (727)562-4750, Fax: (727)562-4755 www.MyClearwater.com

Mandalay Channel Anchoring Limitation Area



Map Gen By: KF Reviewed By: TM Aerial Flown 2021 Date: 4/12/2023 Page: 1 of 1

Mandalay Channel Anchoring Limitation Area

General (Legal) Description:

All of the waters of that portion of Mandalay Channel lying between the Mean High-Water Line on the East and West side of said Channel, lying North of 27°58'51.02"N Latitude, being the easterly extension of the South line of Lot 7, Block C, A Replat of Block "A" and Lots 1 to 15 Incl. Block "B" of Clearwater Beach Park First Addition, according to the map or plat thereof, recorded in Plat Book 21, Page 21 of the Public Records of Pinellas County, and lying South of 27°59'21.75"N Latitude, being the easterly extension of the North line of Block 76, A Replat of Lots 1 to 8 Incl. Block 83 – Lots 11 to 20 Incl. Block 84 – Lots 9 to 16 Incl. Block 85 – Lots 5-6-7 Block 86 and All of Blocks 76-77-78-79-80-81-82-87 Unit No. 5 Mandalay Clearwater Beach; less and except those inlets on the East side of said channel, lying between Harbor Passage and Palm Island NW, Palm Island NW and Palm Island SW, Palm Island SW and Skiff Point, Skiff Point and Dolphin Point; less and except that inlet on the West side of said channel, lying between Clearwater Beach Recreation Center and Belle Harbor Condominium, and the inlet easterly of Royal Way.