

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this 17th day of December 2015 (“Effective Date”), by and between the CITY OF LARGO, a municipal corporation of the State of Florida (“Largo”) and the CITY OF BELLEAIR BLUFFS, a municipal corporation of the State of Florida (“Belleair Bluffs”) (collectively, the “Parties”).

WHEREAS, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act of 1969, authorizes municipal corporations exercise any power, privilege, or authority such municipalities share in common and that each might exercise separately through the use of cooperative agreements for the mutual advantage of each governmental entity; and

WHEREAS, Belleair Bluffs is the fee simple owner of that certain property consisting of lots 8 through 13 of Bayway Avenue, legally described and depicted on **Exhibit A** attached hereto (the “Property”); and

WHEREAS, the Parties desire to enter into an interlocal agreement for the construction of a new fire station on the Property for fire protection services.

NOW THEREFORE, for good and valuable consideration stated herein and the mutual covenants hereinafter contained, the Parties agree as follows:

### **Section 1. Recitals**

The above recitals are true and correct and incorporated herein.

## **Section 2. General Scope**

This Agreement is entered into to construct a fire station ("Fire Station 43") on the Property pursuant to the terms and conditions set forth herein.

## **Section 3. Term**

The term of this Agreement shall commence upon the Effective Date and shall remain in effect until for so long as that certain Interlocal Agreement between the Parties for the Provision of Fire Suppression Services dated October 1, 2009, as may be amended by mutual agreement of the Parties, remains in effect ("Fire Suppression Services Agreement"), unless terminated sooner pursuant to Section 6 below. This Agreement shall automatically terminate upon termination of the Fire Suppression Services Agreement, however terminated.

## **Section 4. Duties of Belleair Bluffs**

In addition to all other terms and conditions set forth elsewhere in this Agreement, Belleair Bluffs agrees to:

- a) Make the Property available for construction of Fire Station 43 and lease to Largo the portion of the Property where Fire Station 43 is constructed for one U.S. dollar and 00/100 (\$1.00) per year, commencing on the Effective Date of this Agreement;
- b) Vacate the approximately one hundred sixty (160) feet of right of way located south of the Property, as described more fully and depicted in

**Exhibit B** attached hereto (the “Right of Way”); release any Belleair Bluffs’ easement or other encumbrances over the south portion of the Right of Way to make the south portion of the Right of Way available for Fire Station 43, and grant any easements required by third parties to provide utilities or other services to Fire Station 43;

- c) Maintain all landscaping on the Property perpetually, including any necessary replacements or replantings upon completion of construction of Fire Station 43;
- d) Maintain the stormwater management system on the portion of the Property not maintained by Largo per Section 5(j) below;
- e) Bear any and all costs associated with the pavement or repavement of the ingress, egress, or other roadway associated with Belleair Bluffs’ Public Works complex located on (the “Public Works Complex”) following modification or alteration at time of Fire Station construction; and
- f) Consider parking and stormwater for the Public Works Complex as shared with Fire Station 43;
- g) Consider and approve Site Plan and architectural design of the new Fire Station 43 pursuant to City Code, in accordance with the timelines and schedule contained in the project management plan, which will be approved by Largo and Belleair Bluffs ; and

- h) If the approved Site Plan for Fire Station 43 requires more parking than can be located on the portion of the Property where Fire Station 43 will be constructed, Belleair Bluffs will allow Largo to construct sufficient parking spaces on the portion of the Property where the Public Works Complex is located in order to meet the requirements of the City Code, which spaces will be considered shared parking spaces. If such shared parking spaces are constructed, Largo will pay for the design and construction of the shared parking spaces, and Belleair Bluffs shall be responsible for all maintenance of the shared parking spaces.

#### **Section 5. Duties of Largo**

In addition to all other terms and conditions set forth elsewhere in this Agreement, Largo agrees to:

- a) Lease that portion of the Property where Fire Station 43 is constructed from Belleair Bluffs for one U.S. dollar and 00/100 (\$1.00) per year, commencing on the Effective Date of this Agreement and payable on the anniversary of the Effective Date each year thereafter;
- b) Cause the new Fire Station 43 to be constructed on the Property in accordance with Belleair Bluffs land development regulation in effect at the time of permitting and construction;

- c) Consult with and inform Belleair Bluffs in all stages of design and construction, including site plan development and review;
- d) Be solely responsible for the costs of and in control of all construction and site work related to the construction of Fire Station 43 including, but not limited, to procurement and selection of a general contractor(s) and/or subcontractor(s), selection of manufacturer(s), preparation of the specifications and site plans, and ensuring that all necessary licenses and permits are obtained, notwithstanding the duty to consult and inform Belleair Bluffs provided in Section 4(b) above. Such construction costs shall include pavement of the ingress and egress for Fire Station 43, and may include pavement or repavement of ingress, egress, or other roadway or parking for the Belleair Bluffs Public Works Complex, the maintenance cost of which shall remain the sole responsibility of Belleair Bluffs pursuant to Section 4(e) above;
- e) Cause the construction of Fire Station 43 so as to not impact the public works operation on the Property as of the date of this Agreement;
- f) Operate to provide fire suppression services (pursuant to the terms and conditions of the Fire Suppression Services Agreement) from Fire Station 43 after a Certificate of Occupancy is issued;

- g) Consider parking and stormwater for Fire Station 43 as shared with Public Works Complex;
- h) Maintain, repair and be responsible for all costs associated with the building structure of Fire Station 43, including all operation and utility costs, and maintain insurance in the amount of \$3,000,000.00 on the building structure only. Except in the case of an emergency, Largo agrees to notify, consult and coordinate with Belleair Bluffs on any major repairs, maintenance, or construction work to Fire Station 43;
- i) Enter into an Interlocal Agreement between the Parties for reciprocal recreation programs to provide Largo in-city recreation rates to residents of Belleair Bluffs for the duration of this Agreement; and
- j) Maintain the stormwater management system on the portion of the Property where Fire Station 43 is constructed, commencing upon the issuance of a certificate of occupancy for Fire Station 43.

#### **Section 6. Termination for Cause**

Either party may terminate this Agreement for material breach of its terms by providing thirty (30) days' written notice to the other party, notifying the other party of the material breach, its intent to terminate, and giving the breaching party until the expiration of the thirty (30) days to cure the breach. For purposes of this paragraph, a material breach is one that is severe enough to significantly impede

the overall value of this Agreement to the non-breaching party. If the breaching party fails to cure the defect within the thirty (30) day period, the terminating party may then terminate this Agreement immediately upon written notice to the breaching party.

#### **Section 7. Effect of Termination**

In the event this Agreement is terminated, either pursuant to Section 3 or Section 6, Largo will, as soon as reasonably practical, amortize the cost of the construction of Fire Station 43 over a thirty (30) year period on a straight line depreciation cycle. The cost of construction shall be defined as the total expenditures incurred by the City of Largo for design and construction of the Fire Station. The cost of construction shall not include Belleair Bluff's expenditures for land acquisition, or for any other costs incurred by Belleair Bluffs to meet its' obligation under this Agreement. The remaining asset value as of the year-end in the year this Agreement is terminated shall be due and payable from Belleair Bluffs to Largo within one hundred eighty (180) days of the date of termination. Largo agrees to accept payment from a third-party fire suppression services provider if requested in writing by Belleair Bluffs.

#### **Section 8. Notice**

All notices sent pursuant to or under this Agreement shall be in writing and sent via certified mail, return receipt requested to the following:

**If to Largo:**

City of Largo, Florida  
Attn: City Manager  
Post Office Box 296  
Largo, Florida 33779-0296

**If to Belleair Bluffs:**

City of Belleair Bluffs, Florida  
Attn: Mayor  
2747 Sunset Blvd.  
Belleair Bluffs, Florida 33770

**with a required copy to:**

City of Largo, Florida  
Attn: City Attorney  
Post Office Box 296  
Largo, Florida 33779-0296

Thomas J. Trask, Esquire  
City Attorney  
TRASK DAIGNEAULT, LLP  
Harbor Oaks Professional Center  
1001 South Ft Harrison Ave., Ste. 201  
Clearwater, FL 33756

**Section 9. Indemnification**

a) To the extent permitted by law, both parties agree to assume liability for and indemnify, hold harmless and defend the other party, its mayor, commissioners, officers, employees, agents, representatives, and attorneys of, from, and against all liability and expense, including reasonable attorney's 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 indemnifying party's performance, lack of performance, or breach of performance under this Agreement, excluding only claims arising out of the sole negligence, recklessness, willful disregard for human life or property or wanton misconduct of the party to be indemnified, its commissioners, mayor, officers, employees, agents, and



attorneys. Any liability hereunder shall include attorneys' fees and costs incurred by Largo in the enforcement of this indemnification provision. The obligations contained in this provision shall survive termination of this Agreement, however terminated.

b) The Parties agree that nothing contained in this Indemnification Section shall in any way waive any immunity from or limitation of liability that each city enjoys under the constitution and the statutes of the State of Florida, or Chapter 768, Florida Statutes.

#### **Section 10. Filing of Agreement**

Largo shall file a certified copy of this Agreement with the Clerk of Court in and for Pinellas County, Florida. Such filing is a condition precedent to all other obligations arising under this Agreement.

#### **Section 11. Entire Agreement**

This Agreement embodies the entire understanding of the Parties regarding the subject matter hereof and there are not further or other agreements or understandings, either written or oral, between the Parties. Any amendments or modifications to this Agreement shall be in writing, signed by all the Parties, and filed pursuant to Section 10 above.

#### **Section 12. Joint Preparation**

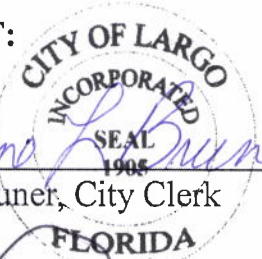

The preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party over another.

IN WITNESS WHEREOF the undersigned have set their hands and seals as of the date and year first above written.

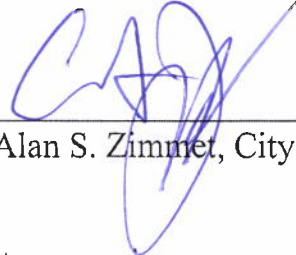
**CITY OF LARGO, FLORIDA**

  
\_\_\_\_\_  
Louis Brown Mayor

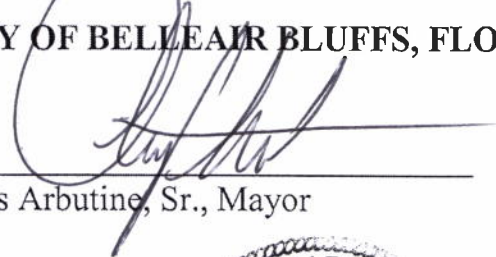
**ATTEST:**

  
  
\_\_\_\_\_  
Diane Bruner, City Clerk


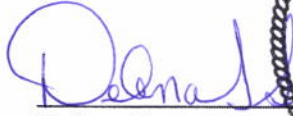
**REVIEWED AND APPROVED:**

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

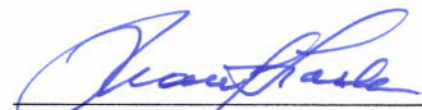
**CITY OF BELLEAIR BLUFFS, FLORIDA**

  
\_\_\_\_\_  
Chris Arbutine, Sr., Mayor

**ATTEST:**

  
  
\_\_\_\_\_  
Debra S. Sullivan, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Thomas J. Trask, City Attorney

# Ownership and Encumbrances Report

Attorneys' Title Fund Services, LLC  
Tampa Bay  
1410 N. Westshore Blvd., Suite 600  
Tampa, FL 33607-4525  
(800) 282-3830  
(866) 328-1884

**Fund File Number:** 243734

**Provided For:** Trask Metz & Daigneault L.L.P.

**Agent's File Reference:** Belleair Bluffs

**Effective Dates:**     **From** December 6, 2007 at 11:07 AM

**To**     October 15, 2015 at 11:00 PM

*This title search commences from the date of the last outstanding institutional first mortgage on the property. If there is no outstanding mortgage, the search commences with the date record title vested in the current record owner.*

**Description of Real Property Situated in Pinellas County, Florida.**

See Exhibit A

**Apparent Title Vested in:**

City of Belleair Bluffs, a Florida municipal corporation by Warranty Deed recorded in O.R. Book 16076, Page 1492, Pinellas County, Florida

*This search does not cover matters other than those recorded in the Official Records Book of the county and does not assure the legality or validity of the referenced instruments.*

*Ad Valorem tax information is not provided.*

**Prepared Date:** October 30, 2015

**Prepared by:** Tonya Hagens

**Phone Number:** (800) 282-3830 x5501

Attorneys' Title Fund Services, LLC



By: Jimmy R. Jones  
President

Rev. 08/12

## Ownership and Encumbrances Report

*Fund File Number: 243734*

### ENCUMBRANCES

1. All matters contained on the Plat of Map of Pinehurst Villa, as recorded in Plat Book 15, Page 24, Public Records of Pinellas County, Florida.
2. Rights of the lessees under unrecorded leases.

*A 20-year name search has been performed on parties acquiring an interest within the time period covered by this search.*

*This Title Search is prepared and furnished for information only. It is not an opinion of title and may not be used as a title base for the issuance of a title insurance commitment and/or policy, nor should it be used for the preparation of foreclosure proceedings or other litigation. Maximum liability for incorrect information is \$1000 under Sec. 627.7843, F.S.*

**Ownership and Encumbrances Report**  
**Attorneys' Title Fund Services, LLC.**  
**«RESWARE\_CD\_Cover»**

**Exhibit A**

***Fund File Number:*** 243734

**Parcel 1: (Blackburn)**

Lot 11 and a portion of Lots 10 and 12, Map of Pinehurst Villa, according to the map or plat thereof as recorded in Plat Book 15, Page(s) 24, Public Records of Pinellas County, Florida, being further described: from the Southwest corner of said Lot 12, run thence East, along the South line of said Lot 12, 32.0 feet for the Point of Beginning; thence run North 4°30'33" East, 138.93 feet to the North line of said Lot 12; thence East along the North line of said Lots 10, 11 and 12, 71.70 feet to a point which lies 23.0 feet West of the Northeast corner of said Lot 10; thence run South 0°09'23" East, 138.50 feet to the South line of said Lot 10; thence run West, along the South line of said Lots 10, 11 and 12, 83.0 feet to the Point of Beginning.

**Parcel 2: (Nowlyn)**

Lot 13 and a portion of Lot 12, Map of Pinehurst Villa, according to the map or plat thereof as recorded in Plat Book 15, Page(s) 24, Public Records of Pinellas County, Florida being further described as: begin at the Southwest corner of said Lot 13 for the Point of Beginning; run thence North 0°09'23" West, 138.50 feet to the Northwest corner of said Lot 13; thence run East along the North line of said Lots 12 and 13, 89.50 feet; thence run South 4°30'33" West, 138.93 feet to the South line of said Lot 12; thence run West, along the South line of said Lots 12 and 13, 78.20 feet to the Point of Beginning.