

INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF BELLEAIR AND
THE CITY OF CLEARWATER

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this _____ day of _____, 2025 (“Effective Date”), by and between the Town of Belleair, a municipal corporation of the State of Florida (“Belleair”), and the City of Clearwater, Florida, a municipal corporation of the State of Florida (“Clearwater”), collectively, the (“Parties”).

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes municipal corporations to exercise any power, privilege, or authority that 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, pursuant to the authority set forth in § 180.06, Fla. Stat., Belleair and Clearwater operate independent municipal water utilities to provide water and alternative water supplies for domestic, municipal, and industrial uses; and

WHEREAS, the Florida Department of Environmental Protection (“FDEP”) requires that certain testing be performed on the drinking water supplied by such municipal water utilities to ensure the safe consumption of the drinking water; and

WHEREAS, FDEP further requires that certain reporting be provided to it regarding the testing of the drinking water to ensure compliance with water quality standards promulgated by it; and

WHEREAS, at Belleair’s request, Clearwater has proposed to perform the collection, analysis, and reporting of routine drinking water samples for Belleair’s water utility and to perform all required reporting to FDEP; and

WHEREAS, Clearwater’s Sampling and Compliance Proposal is attached hereto as Exhibit “A,” the terms and conditions of which the Parties agree.

NOW THEREFORE, in consideration of the mutual promises and covenants herein made and agreed to be kept the Parties agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969. The Parties recognize the constitutional limitations of the transfer of power as set forth in Article VIII, Section IV of the Florida Constitution and it is the express purpose of this Agreement to only enter into this Agreement for the purposes stated herein and on the terms and conditions set forth in Exhibit “A.” This Agreement shall not be deemed in any manner whatsoever to authorize the delegation of constitutional or statutory duties of any of the Parties pursuant to the provisions of Section 163.01(14), Florida Statutes. This Agreement at all times shall be construed and interpreted to be consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement to be performed by the Parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the Parties accordingly. This Agreement shall be interpreted and administered in such a manner that it will not constitute a transfer of powers, consolidation, or merger as those terms are used in the Constitution of the State of Florida.
3. 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 Belleair:

Town of Belleair, Florida
Attn: Town Manager

901 Ponce de Leon Blvd.
Belleair, FL 33756

With Required Copy to:

Jay Daigneault, Town Attorney
Trask Daigneault, LLP
1001 S. Ft. Harrison Avenue, Suite #201
Clearwater, FL 33756

If to Clearwater:

City of Clearwater, Florida
Attn: City Manager
600 Cleveland St.
Clearwater, FL 33755

4. Belleair shall file a certified copy of this Agreement with the Clerk of the Court in and for Pinellas County, Florida. Such filing is a condition precedent to all other obligations arising under this Agreement.
5. This Agreement embodies the entire understanding of the Parties regarding the subject matter hereof and there are no other agreements or understandings, either written or oral, between the Parties. Any amendments or modifications to this Agreement shall be in writing, signed by both the Parties and filed pursuant to Paragraph 4 above.
6. 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 the other.
7. The venue for any state action arising out of this Agreement shall lie solely in the Circuit Court in and for the Sixth Judicial Circuit, Pinellas County, Florida, or for federal action shall lie solely within the United States Middle District, Tampa Division.

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be signed, by their duly authorized representatives this _____ day of _____, 2025.

IN WITNESS WHEREOF, the TOWN OF BELLEAIR has made and executed this Agreement, through its Town Commission, signing by and through its Mayor as authorized to execute the same by Town Commission action, on the _____ day of _____, 2025.

ATTEST:

TOWN OF BELLEAIR

By: _____
Christine Nicole, Town Clerk

By: _____
Michael Wilkinson, Mayor

Approved as to form:

Jay Daigneault, Town Attorney

IN WITNESS WHEREOF, the CITY OF CLEARWATER has made and executed this Agreement, through its City Council, signing by and through its Mayor as authorized to execute the same by City Council action, on the _____ day of _____, 2025.

ATTEST:

CITY OF CLEARWATER

By: _____
Rosemarie Call, City Clerk

By: _____
Bruce Rector, Mayor

Approved as to form:

David Margolis, City Attorney