

**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
THE COOPERATIVE PROCUREMENTS OF DISASTER DEBRIS COLLECTION &
REMOVAL SERVICES AND DISASTER DEBRIS MONITORING & MANAGEMENT
SERVICES
WITHIN GEOGRAPHIC PINELLAS COUNTY**

THIS AGREEMENT, entered into on the date of execution by the local government, and 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 herein as (“Parties”).

Recitals

WHEREAS, the Parties are authorized to and do make and 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 and/or annexation, the COUNTY has control and maintenance responsibility over certain roads within the MUNICIPALITY’s jurisdictional boundaries; and

WHEREAS, the COUNTY intends to procure or has procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposal in compliance with 2 C.F.R. §200.318 through 200.326, and FEMA guidance, and award multiple contracts for debris collection and removal as well as debris monitoring and management to Contractors; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, the MUNICIPALITY may be unable to timely effectuate debris collection, monitoring and management using MUNICIPALITY staff and resources; and

WHEREAS, under the terms of the contracts, Contractors will provide debris removal services within geographic Pinellas County, including MUNICIPALITIES therein should the MUNICIPALITIES enter into this Agreement and subsequent agreements with the Contractors in accordance with a MUNICIPALITY's anticipated needs; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the Contractors without exposing the COUNTY to any costs or expenses for the services rendered by the Contractors for debris monitoring and management services on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater economy and efficiency and in accordance with efforts to promote cost-effective use of shared services, the Parties are entering into this intergovernmental agreement for the procurement of shared services in compliance with 2 C.F.R. §200.318(e) and related FEMA guidance.

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 OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for the disaster debris collection and removal services, for which municipal representatives participated or had the opportunity to participate.

1.2 The scope of the work procured by the COUNTY is/will be as set forth in Section E of COUNTY RFP Proposal Number **22-0617-P(AJM)** to provide comprehensive disaster debris collection and removal services as and when required.

1.3 The tasks encompassed by the competitively procured contract includes or will include Emergency Debris Clearance (First Push); Temporary Debris Storage and Reduction Sites/Management; Debris Removal; Hazardous Tree and Limb Removal; and Hazardous Stump Removal.

1.4 The COUNTY will undertake, or has undertaken a competitive procurement process for the disaster debris monitoring and management services, for which municipal

representatives participated or had the opportunity to participate. The scope of work will be or was as set forth in Section E of COUNTY RFP Proposal Number **22-0601-P(JJ)**.

1.5 The COUNTY will or did notify potential proposers in the competitive processes that the procurements are joint or cooperative procurements.

1.6 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned RFPs, if any, or the execution of this Agreement if contract(s) are executed prior to this Agreement, the COUNTY will notify the MUNICIPALITIES in writing and provide the MUNICIPALITIES with a copy of the COUNTY's contract(s).

1.7 Should the MUNICIPALITY enter into a Participation Agreement in substantially the same form as Exhibit A.1 and/or A.2 with the COUNTY's successful contractor(s), the COUNTY, within five (5) business days of a request by the MUNICIPALITY, will provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA). Notwithstanding the foregoing, if a request is made by a MUNICIPALITY with five (5) days of a declaration of State of Emergency affecting the COUNTY, or at any time during a State of Emergency affecting the COUNTY, the COUNTY has up to sixty (60) days to provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA).

1.8 The COUNTY will be responsible for seeking Public Assistance from FEMA for disaster debris collection, removal, and monitoring as appropriate **only** for costs incurred by the COUNTY.

SECTION 2 OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY hereby endorses the COUNTY's competitive procurement process for disaster debris collection and disaster debris monitoring and management with the encompassing scope and tasks set forth in Section 1 of this Agreement.

2.2 The MUNICIPALITY had the option and ability to review the COUNTY's procurement process utilized in the procurements of the disaster debris collection contract(s) and the disaster debris monitoring and management contract(s) and is satisfied that the COUNTY's process complies with 2 C.F.R. §200.318 through 200.326 and FEMA guidance.

2.3 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process, it will do so utilizing the Participating Agreement(s) substantially similar to those attached hereto as Exhibits A.1 and A.2. Within five (5) business days of entering into such a contract, the MUNICIPALITY must provide written notice of same to the COUNTY.

2.4 The MUNICIPALITY will be responsible for administering all aspects of its agreement(s) entered into pursuant to this Agreement.

2.5 The MUNICIPALITY recognizes and understands that the COUNTY's prioritization of debris collection, particularly as it relates to First Push, takes precedence over the MUNICIPALITY's prioritization.

2.6 The MUNICIPALITY will be responsible for payment of disaster debris collection services and disaster debris monitoring and management services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's contract with the Contractor(s).

2.7 The MUNICIPALITY will be responsible for seeking Public Assistance from FEMA as appropriate.

SECTION 3 ADDITIONAL SERVICES

The Parties agree not to enter into additional services with the contractors awarded the jointly or cooperatively procured disaster debris collection contracts and/or the disaster debris monitoring and management contract(s) by the COUNTY, except as expressly authorized by the COUNTY's disaster debris clearance contract(s) and/or the disaster debris monitoring and management contract(s) or this Agreement.

SECTION 4 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@pinellascounty.org

MUNICIPALITY: See Contact Information on Signature page

SECTION 5 HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster debris collection, removal, and/or monitoring services and the expenses incurred as a result 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 6 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.

SECTION 7 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

7.1 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 or until the termination of the agreements entered into by the COUNTY pursuant to the competitive procurements referenced herein, whichever is sooner.

7.2 This Agreement may be canceled with 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 8 TERMINATION OF DISASTER DEBRIS COLLECTION AGREEMENT

Nothing herein shall prevent any party thereto, including Pinellas County from terminating any disaster debris collection contracts or disaster debris monitoring and management contracts entered into pursuant to COUNTY RFP Proposal Number **22-0617-P (Disaster Debris Collection and Removal RFP)** and/or COUNTY RFP Proposal Number **22-0601-P (Disaster Debris Monitoring and Management RFP)**, or any Party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

**SECTION 9
ENTIRE AGREEMENT**

This document embodies the whole agreement between the Parties. 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.

**SECTION 10
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.

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 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator



By: _____

Barry A. Burton
County Administrator

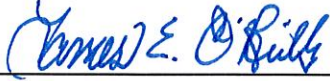
Legal review:

APPROVED AS TO FORM

By: Christy Donovan Pemberton

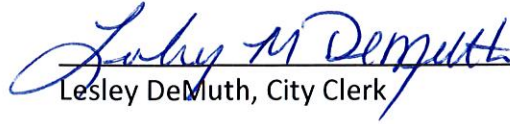
Office of the County Attorney

FOR THE CITY OF GULFPORT, FL



James O'Reilly, City Manager

ATTEST:



Lesley DeMuth, City Clerk

DATE: 4-27-2023

APPROVED AS TO FORM:

(SEAL)


Andrew Salzman, City Attorney

Contact Information for Notification

Name: Tom Nicholls
Title: Public Works Director
Address: 2401 53rd Street South
Gulfport, Florida 33707
Phone: 727-893-1090
Email: tnicholls@mygulfport.us

EXHIBIT "A.1"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES
AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0617-P(AJM)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0617-P(AJM) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

EXHIBIT "A.2"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES
AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0601-P(JJ)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0601-P(JJ) for Disaster Debris Monitoring & Management ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)