

**INTERLOCAL AGREEMENT**  
**BETWEEN PINELLAS COUNTY AND \_\_\_\_\_**  
**FOR**  
**THE COOPERATIVE PROCUREMENT OF DISASTER DEBRIS COLLECTION**  
**SERVICES**  
**WITHIN GEOGRAPHIC PINELLAS COUNTY**

**THIS AGREEMENT**, entered into on the \_\_\_\_ day of \_\_\_\_\_ 2017, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and \_\_\_\_\_, a \_\_\_\_\_ of the State of Florida, hereinafter referred to as the CITY, 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-ways 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 CITY's jurisdictional boundaries; and

**WHEREAS**, the COUNTY intends to procure disaster debris collection services by competitive proposal in compliance with 2 C.F.R. §200.320; and

**WHEREAS**, the CITY recognizes that in the event of a major disaster, the CITY may be unable to timely effectuate debris collection using CITY staff; 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).

**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 a competitive procurement process for the disaster debris collection.

1.2 The scope of the work procured by the COUNTY shall be as set forth in Section E of Pinellas County RFP Proposal Number: 156-0491-P(JA) to provide comprehensive disaster debris collection and removal services, as and when required.

1.3 The tasks encompassed by the competitively procured contract shall 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 shall notify potential proposers in the competitive process that the procurement is a joint/cooperative procurement.

1.5 Within thirty (30) days of execution of a contract(s) for disaster debris collection, if any, the COUNTY shall notify the CITY in writing and provide the CITY with a copy of the COUNTY'S contract(s).

1.6 Should the CITY enter into a contract(s) with the COUNTY'S successful contractor(s), the COUNTY will provide any necessary documentation to support the competitive nature of the procurement as required to assist the CITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA).

1.7 The COUNTY shall be responsible for seeking Public Assistance from FEMA as appropriate only for costs incurred by the COUNTY relative to the cooperative procurement for disaster debris collection.

## **SECTION 2 OBLIGATIONS OF THE CITY**

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

2.2 The CITY had the option and ability to review the COUNTY's procurement process utilized in the procurement of the disaster debris collection contract(s) and is satisfied that the COUNTY's process complies with 2 C.F.R. §200.320.

2.3 If the CITY decides to enter into an agreement pursuant to the COUNTY's competitive procurement process, within thirty (30) days of entering into such a contract, the CITY shall provide written notice of same to the COUNTY.

2.4 The CITY will be responsible for administering all aspects of its agreement, and for providing its own Debris Manager, or other services.

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

2.6 The CITY will be responsible for payment for disaster debris collection services performed on behalf of the CITY pursuant to the CITY's contract with the contractor(s), which shall be in a form substantially similar to Exhibit A attached hereto.

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

### **SECTION 3 ADDITIONAL SERVICES**

The Parties agree not to enter into services with the contractors awarded the cooperatively procured disaster debris collection contracts by the COUNTY, except as expressly authorized by the COUNTY's disaster debris clearance 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

Rahim Harji, Director  
Pinellas County Public Works  
22211 U.S. 19 N.

Clearwater, FL 33765  
[rhari@pinellascounty.org](mailto:rhari@pinellascounty.org)

CITY: **INSERT CITY CONTACT INFORMATION HERE**

## **SECTION 5**

The Parties agree to hold each other harmless should this Agreement or the cooperative procurement of disaster debris collection services 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 either the COUNTY or the CITY. Nothing herein shall be construed as consent by the COUNTY or CITY 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 subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

## **SECTION 7 EFFECTIVE DATE, TERM AND TERMINATION**

7.1 This Agreement will become effective upon the filing with the Clerk in accordance with Section 6 and shall remain in effect until canceled.

7.2 This Agreement may be canceled without cause at any time by the COUNTY prior to receipt of the CITY's written notification of intent to enter into a contract pursuant to the cooperative procurement.

7.3 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 the COUNTY or the CITY from terminating any disaster debris collection contracts entered into pursuant to Pinellas County RFP Proposal Number: 156-0491-P(JA) 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.

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**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, the day and year first above written.

CITY/TOWN

PINELLAS COUNTY, by and through its County Administrator

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Mark S. Woodard  
County Administrator

ATTEST: \_\_\_\_\_

(CITY/TOWN SEAL)

