

INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND _____
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 ____ 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 and disaster debris monitoring and management 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, monitoring and management 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 will undertake a competitive procurement process for the disaster debris monitoring and management.

1.5 The scope of work procured by the COUNTY shall be as set forth in Section E of Pinellas County RFP Proposal Number 167-0024-P(JA) to provide comprehensive disaster debris monitoring and management services as and when required.

1.6 The COUNTY shall notify potential proposers in the competitive processes that the procurements are joint/cooperative procurements.

1.7 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned RFPs, if any, the COUNTY shall notify the CITY in writing and provide the CITY with a copy of the COUNTY'S contract(s).

1.8 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).

1.9 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 and disaster debris monitoring and management 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 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. §200.320.

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 and disaster debris monitoring and management 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), 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
Rahim Harji, Director
Pinellas County Public Works
22211 U.S. 19 N.
Clearwater, FL 33765
rharji@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(s) pursuant to the cooperative procurements.

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 or disaster debris monitoring and management contracts entered into pursuant to Pinellas County RFP Proposal Number 156-0491-P(JA) and/or Pinellas County RFP Proposal Number 167-0024-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.

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)

DRAFT

EXHIBIT "A"

CONTRACT FOR DISASTER DEBRIS COLLECTION & REMOVAL, AND DISASTER DEBRIS MONITORING & MANGEMENT SERVICES

WITH VARIOUS PINELLAS COUNTY MUNICIPALITIES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No's. 156-0491-P(JA), AND 167-0024-P(JA)

This contract entered into this _____ day of _____, 2017, 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's. 156-0491-P(JA) for Disaster Debris Collection & Removal, and 167-0024-P(JA) for Disaster Debris Monitoring & Management ("RFPs") the CITY/TOWN desires to enter into these agreements 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 RFPs and the contracts entered into by Pinellas County pursuant thereto "County Contracts".

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 Contracts. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contracts, 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 Contracts, 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 Contracts.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contracts.

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)

DRAFT