

**INTERLOCAL AGREEMENT FOR DISASTER DEBRIS COLLECTION &
REMOVAL SERVICES AND DISASTER DEBRIS MONITORING &
MANAGEMENT SERVICES WITHIN GEOGRAPHIC PINELLAS COUNTY**

THIS AGREEMENT, is entered into by 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 as "Parties".

Recitals

WHEREAS, the Parties are authorized to and do enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the COUNTY procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposals in compliance with 2 C.F.R. §200.318 through 200.326, and FEMA guidance, and awarded multiple contracts for debris collection and removal ("County Debris Removal Contract" No. 25-0644-P) as well as debris monitoring and management ("County Debris Monitoring Contract" No. 22-0601-P), collectively, "Contracts"; and

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

WHEREAS, under the terms of the County Debris Removal Contract, Contractors will provide debris removal services within geographic Pinellas County, including upon roads for which the MUNICIPALITY has, by law or contract, the responsibility to remove debris should the MUNICIPALITY enter into this Agreement and subsequent agreement(s) with the Contractor(s) in accordance with a MUNICIPALITY's anticipated needs; and

WHEREAS, the Parties intend 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 to the MUNICIPALITY; and

WHEREAS, under the terms of the County Debris Monitoring and Management Contract, Contractor(s) will provide debris monitoring services within geographic Pinellas County, including for the MUNICIPALITY provided the MUNICIPALITY enter into this Agreement and subsequent agreement(s) with the Contractor(s) in accordance with a MUNICIPALITY's anticipated needs; and

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 INTENT OF THE PARTIES

1.1 This interlocal Agreement applies to COUNTY Contract Number 25-0644-P for Disaster Debris Removal and Collection Services and COUNTY Contract Number 22-0601-P for Disaster Debris Monitoring and Management Services.

SECTION 2 OBLIGATIONS OF THE COUNTY

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

2.2 The scopes of work procured by the COUNTY provide comprehensive disaster debris collection and removal services and disaster debris monitoring and management services when required.

2.3 The tasks encompassed by the competitively procured contracts include Debris Clearance (First Push); Temporary Debris Storage and Reduction Sites/Management; Debris Removal; Hazardous Tree and Limb Removal; Hazardous Stump Removal; and Debris Monitoring and Management.

2.4. The COUNTY notified potential proposers in the competitive processes that the procurements were joint or cooperative procurements.

2.5 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned procurement process, if any, , the COUNTY will notify the MUNICIPALITIES in writing and will host a cloud file sharing site where the MUNICIPALITIES will have access to the executed contracts, as well as any subsequent amendments thereto.

2.6 Should the MUNICIPALITY enter into a Participation Agreement(s) in substantially the same form as Exhibit A 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.
- Notwithstanding the foregoing, if a request is made by a MUNICIPALITY with five (5) days of a declaration of State of Emergency affecting Pinellas County, or at any time during a State of Emergency affecting the Pinellas County, the COUNTY has up to sixty (60) days to provide documentation supporting the competitive nature of the procurement in order to assist the MUNICIPALITY in any claim for Public Assistance.

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

2.8 Nothing in this Agreement obligates the COUNTY to provide a debris management site (DMS) for use by the MUNICIPALITY or prevent the COUNTY and MUNICIPALITY from entering into separate agreements relating to DMS usage.

SECTION 3 OBLIGATIONS OF THE MUNICIPALITY

3.1 The MUNICIPALITY is solely responsible for determining that the COUNTY's competitive procurement process resulting in the award of Contracts meets and satisfies the MUNICIPALITY's procurement requirements, and requirements for any reimbursement, and is satisfied that the COUNTY's process complies with 2 C.F.R. §200.318 through 200.326 and FEMA guidance.

3.2 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process or any subsequent emergency procurement process, it will do through Participation Agreement(s) substantially similar to that attached hereto as Exhibit A. Written notice of such participation must be provided to the COUNTY within five (5) business days of entering into such a contract.

3.3 The MUNICIPALITY is responsible for administering all aspects of Contracts it enters into with Contractor(s) pursuant to this Agreement and its participation agreement(s) including, but not limited to, contract administration for services rendered on its behalf.

3.4 The MUNICIPALITY agrees that the COUNTY's prioritization of debris collection, particularly as it relates to First Push, takes precedence over the MUNICIPALITY's prioritization.

3.5 The MUNICIPALITY is 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).

3.6 The MUNICIPALITY is responsible for seeking Public Assistance from FEMA, or other entities as appropriate.

3.7 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written addendum or amendment, the MUNICIPALITY will be responsible for coordinating and ensuring debris collection and removal on the MUNICIPALITY's roads, properties within their solid waste collection areas, collection of debris on COUNTY roads within or abutting properties within the MUNICIPALITY's boundaries, collection of debris generated by MUNICIPAL residents regardless of road jurisdiction, and other property under the MUNICIPALITY's jurisdiction.

3.8 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written addendum or amendment, the MUNICIPALITY is responsible for collecting and removing disaster debris from rights-of-way abutting any unincorporated enclaves, and unincorporated property located within the MUNICIPALITY's boundaries, unless otherwise directed or arranged through a written agreement with the COUNTY.

3.9 The MUNICIPALITY will be responsible for identifying, authorizing, managing and restoring debris management site(s) (DMS) for the management of debris collected by the MUNICIPALITY. Authorization to utilize a COUNTY DMS will require written approval by the COUNTY.

SECTION 4 ADDITIONAL SERVICES

The Parties agree not to obtain or enter into agreements to obtain additional services with the Contractor(s) awarded the jointly or cooperatively procured disaster debris collection contracts and/or the disaster debris monitoring and management contract(s) by the COUNTY pursuant to COUNTY Contract Numbers 25-0644-P and 22-0601-P, except as expressly authorized by the COUNTY's Contract(s) or this Agreement.

SECTION 5 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@pinellas.gov

MUNICIPALITY: See Contact Information on Signature page

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SECTION 6 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 procurements 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 7 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 8 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

8.1 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.

8.2 This Agreement may be canceled for 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 9 TERMINATION OF DISASTER DEBRIS COLLECTION AGREEMENT

Nothing herein shall prevent any party hereto, including the COUNTY from terminating any disaster debris collection contracts or disaster debris monitoring and management contracts entered into pursuant to COUNTY Contracts, or any party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

SECTION 10 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 concerning the cooperative procurement of disaster debris collection and disaster debris monitoring and management contracts.

SECTION 11 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 8.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: 
Barry A. Burton
County Administrator

Legal review: **APPROVED AS TO FORM**

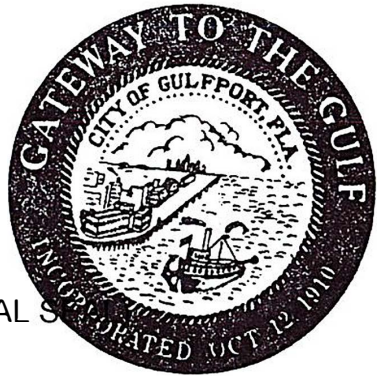
By: Christy Donovan Pemberton
Office of the County Attorney

CITY OF GULFPORT

By: *James E. O'Reilly*
Print Name: JAMES E. O'REILLY
Title: CITY MANAGER

ATTEST: *Shirvan Carrico*

Legal review: *[Signature]*



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Contact Information for Notification

Name: Kendrix S. Anderson
Title: Public Works Director
Address: 2401 53rd Street South Gulfport Florida, 33707
Phone: 727-893-1090
E-mail: kanderson@mygulfport.us

EXHIBIT A.1

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION AND REMOVAL SERVICES AS PART OF COUNTY CONTRACT 25-0644-P

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 _____ an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 25-0644-P for Disaster Debris Collection and Removal Services ("County Contract") 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 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 Emergency 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 Emergency 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 Emergency Contract.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

CITY/TOWN

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

EXHIBIT A.2

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING AND
MANAGEMENT SERVICES AS PART OF COUNTY CONTRACT 22-0601-P

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 _____ an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 22-0601-P for Disaster Debris Monitoring and Management Services ("County Contract") 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 County Contract.

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

6. 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."
7. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
8. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
9. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
10. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

CITY/TOWN

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)