

**INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA
AND THE CITY OF GREEN COVE SPRINGS, FLORIDA
FOR DISASTER DEBRIS MANAGEMENT SITE (DDMS)**

THIS INTERLOCAL AGREEMENT FOR DISASTER DEBRIS MANAGEMENT SITE (DDMS) (the “Agreement”) is entered into this 3rd day of August, 2026 (“Effective Date”), between Clay County, a political subdivision of the State of Florida (the “County”), and the City of Green Cove Springs, Florida, a municipal corporation (the “City”).

RECITALS

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act, authorizes local governmental entities to enter into interlocal agreements to cooperatively exercise their powers and resources; and

WHEREAS, Section 403.7071, Florida Statutes, authorizes counties and municipalities to establish and utilize disaster debris management sites for the temporary storage, management, reduction, recycling, and disposal of disaster debris generated by hurricanes, storms, and other declared disasters; and

WHEREAS, pursuant to Section 403.7071, Florida Statutes, the County applied to the Florida Department of Environmental Protection (the “Department”) for authorization of disaster debris management sites (“DDMS”), and annually seeks continued pre-authorization of such sites from the Department; and

WHEREAS, the Department has pre-authorized the County’s seven (7) disaster debris management sites, as reflected in the Department’s notice dated January 15, 2026, attached hereto as Exhibit “A” and incorporated herein by this reference (collectively, the “County Disaster Debris Sites”); and

WHEREAS, the City does not presently maintain a Department-authorized disaster debris management site; and

WHEREAS, Section 403.7071(8)(b), Florida Statutes, authorizes a municipality to jointly apply with a county for authorization to use a disaster debris management site, provided the parties enter into a memorandum of understanding identifying the location and capacity of the site relative to each party; and

WHEREAS, the County and the City desire to enter into this Agreement to authorize the City’s use of four (4) County Disaster Debris Sites, as identified in this Agreement, in accordance with Section 403.7071(8)(b), Florida Statutes, and the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are

mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. Incorporation of Recitals. The recitals are an integral part of this Agreement and are incorporated herein by reference.

2. Florida Interlocal Cooperation Act. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the “Florida Interlocal Cooperation Act of 1969”, and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth in full, including, but not limited to, the following specific provisions:

(a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers’ compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

(b) This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

(c) As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), Florida Statutes, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.

3. Purpose. The purpose of this Agreement is to authorize the City, pursuant to Section 403.7071(8)(b), Florida Statutes, to utilize certain County Disaster Debris Sites identified in this Agreement in the event of a hurricane, storm, or other disaster event resulting in the issuance of an Emergency Final Order by the Department applicable to Clay County, Florida.

4. Authorization to Utilize Certain County Disaster Debris Sites.

(a) For purposes of this Agreement, “disaster debris” includes hurricane-generated debris, storm-generated debris, and debris resulting from other natural or man-made disasters.

(b) Subject to the terms and conditions of this Agreement and applicable law, the County authorizes the non-exclusive use to the City of the following four (4) County Disaster Debris Sites (collectively, the “Authorized Disaster Debris Sites”), located within Clay County, Florida and depicted on the map attached hereto as Exhibit “B,” for the temporary storage and management of disaster debris generated within the City following a disaster event:

AUTHORIZED DISASTER DEBRIS SITES

SITE NAME	SITE ADDRESS	WASTE PLANNED FOR MANAGEMENT	ESTIMATED USEABLE ACREAGE/CAPACITY
SLEEPY HOLLOW DDMS-95282	226 Sleepy Hollow Road Middleburg, FL 32068	Yard Trash	2.7 acres
DDMS-104841	3829 Sergeant Bradley Crose Road Middleburg, FL 32068 (*formerly 3685 CR 215)	Construction & Demolition Debris, Yard Trash	17.5 acres
CLAY COUNTY ROSEMARY HILL SWMF-30521	3545 Rosemary Hill Rd Green Cove Springs, FL 32043	Yard Trash	2.1 acres
TWIN LAKES PIT-95322	6070 Twin Lakes Road Keystone Heights, FL 32666	Construction & Demolition Debris, Yard Trash	53.6 acres

(c) The parties acknowledge and agree that, while Exhibit “A” identifies all seven (7) County Disaster Debris Sites pre-authorized by the Department for the County, only the Authorized Disaster Debris Sites specifically identified in Section 4(b), including their locations and estimated capacities, are subject to this Agreement and authorized for the non-exclusive use by the City in accordance with Section 403.7071(8)(b), Florida Statutes.

(d) The City’s use of any Authorized Disaster Debris Site shall be subject to activation by the County and shall comply with all applicable federal, state, and local laws, regulations, executive orders, and Department requirements.

5. County Designation of Activated Sites.

The parties acknowledge and agree that not all Authorized Disaster Debris Sites identified in Section 4(b) may be activated or made available for use following every disaster event. The County shall retain sole discretion to determine:

1. which Authorized Disaster Debris Sites will be activated for a particular disaster event;
2. the permitted uses and operational limitations applicable to each activated site;
3. the type and volume of disaster debris authorized at each activated site; and
4. which of the Authorized Disaster Debris Sites the City may use for its disaster debris.

The County shall provide written notice to the City identifying which Authorized Disaster Debris Sites are approved for use by the City for the applicable disaster event.

6. Separate Event-Specific Operational Agreement.

(a) Prior to the City utilizing any activated Authorized Disaster Debris Site following a disaster event, the County and the City shall enter into a separate written event-specific

agreement establishing the operational terms and conditions governing such use, which may include, but are not limited to, site management and operations, monitoring and environmental compliance, debris eligibility and documentation requirements, cost allocation and reimbursement, contractor coordination, staffing and security, maintenance and restoration obligations, indemnification and insurance requirements, and payment responsibilities between the parties.

(b) Except for the limited authorization provided herein pursuant to Section 403.7071(8)(b), Florida Statutes, nothing in this Agreement shall be construed as imposing upon the County any obligation to manage, operate, monitor, maintain, staff, secure, or fund debris operations on behalf of the City. Any such responsibilities shall be addressed in the event-specific agreement executed by the parties for the applicable disaster event.

7. Term, Renewal, and Termination.

(a) This Agreement shall commence on the Effective Date set forth above and shall remain in full force and effect for so long as the County annually seeks and receives preauthorization from the Department for the County Disaster Debris Sites pursuant to Section 403.7071(8)(a), Florida Statutes, including the Authorized Disaster Debris Sites subject to this Agreement.

(b) Upon the County's receipt of annual preauthorization from the Department for the County Disaster Debris Sites, including the Authorized Disaster Debris Sites, this Agreement shall automatically renew for an additional one (1) year term without further action by the parties, unless earlier terminated as provided herein.

(c) The County shall provide the City with a copy of the Department's annual preauthorization notice for the County Disaster Debris Sites. The parties acknowledge and agree that the annual renewal of this Agreement and the Department's issuance of such annual preauthorization shall satisfy the annual approval requirement set forth in Section 403.7071(8)(b), Florida Statutes.

(d) Either party may terminate this Agreement without cause by providing the other party with at least sixty (60) days' prior written notice, with such termination to be effective on the sixty-first (61st) day following receipt of the notice, or on such later date as may be specified in the notice.

(e) In the event the Department declines to renew, revokes, suspends, or otherwise limits the preauthorization for any Authorized Disaster Debris Site, the County may, upon mutual written agreement of the parties, amend this Agreement to remove or modify the affected Authorized Disaster Debris Site, or may terminate this Agreement upon written notice to the City.

8. Appropriations. The parties acknowledge that this Agreement does not obligate either party to make any payment or incur any financial obligation except as may be set forth in a separate event-specific agreement. Any future financial obligation arising from an event-specific agreement shall be subject to annual appropriation by the governing body of the applicable party in accordance with Section 129.07, Florida Statutes. Nothing in this Agreement shall be construed

to require either party to appropriate funds, increase or expand appropriations, or enter into any contract or other financial obligation.

9. Liability and Sovereign Immunity. Each party shall be responsible for its own actions and those of its officers, employees, agents, or representatives in the performance of this Agreement to the extent allowed by law. Neither party shall be responsible for claims or damages arising from the acts or omissions of the other party, or its contractors, employees, or agents. Nothing in this Agreement shall be construed as a waiver of either party's sovereign immunity or as an extension of either party's liability beyond the limits established in Section 768.28, Florida Statutes. This provision shall survive the expiration or termination of this Agreement.

10. Public Records and Audit.

(a) The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to the County.

(b) The parties shall retain all records relating to this Agreement for a period of at least five (5) years following expiration or termination of this Agreement. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. Each party to this Agreement, upon written reasonable notice, shall have the right to audit and inspect any records of the other party relating to this Agreement to ensure compliance with the terms of this Agreement.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

11. Independent Contractor. Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. Additionally, this Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

12. Further Assurances. The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

13. Compliance With Applicable Laws. Each party will comply with all applicable federal, state, and local laws, regulations, rules, ordinances, orders, and policies concerning the performance of this Agreement and their respective operations and activities.

14. Dispute Resolution. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the parties are unable to reach a resolution on their own, they may seek the assistance of a neutral third-party mediator or facilitator to help them find a mutually acceptable solution. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

15. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

16. Attorney's Fees. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend either party's liability beyond the limits established in Section 768.28, Florida Statutes.

17. Notices. All formal notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

To City:
City Manager
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

To County:
County Manager
Clay County Administration Building
477 Houston Street
Post Office Box 1366

Email:
Copy to:
Email:

Green Cove Springs, Florida 32043
Email:
howard.wanamaker@claycountygov.com
Copy to: Director of Environmental Services
Email: milton.towns@claycountygov.com

18. No Third-Party Beneficiaries. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

19. Amendment. This Agreement may be amended from time to time only by written agreement duly authorized and executed by the parties hereto.

20. Waiver. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

21. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the extent permitted by law.

22. Entire Agreement. This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

23. Authority. The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: _____
Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____
Darren Stutts, Mayor

ATTEST:

Erin West, CMC, City Clerk

APPROVED AS TO FORM ONLY:

By: _____
John Wallace, City Attorney

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