

INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS FOR
THE COOPERATIVE EMERGENCY PROCUREMENT 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 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 awarded multiple contracts for debris collection and removal as well as debris monitoring and management to Contractors as a result of COUNTY RFP Proposal Number **22-0617-P(AJM)** (“County Contract”); and

WHEREAS, on or about October 7, 2024, the State of Florida issued RFP H7129 for disaster debris and removal within Florida Department of Transportation District 7, which includes Pinellas County (“State Contract”); and

WHEREAS, pursuant to the State Contract, the unit price for loading and hauling vegetative debris from the right-of-way (“ROW”) to the debris management site (“DMS”) is \$14.98 per cubic yard, compared to loading and hauling of vegetative debris at \$7.68 per cubic yard under the County Contract; and

WHEREAS, pursuant to the State Contract, the unit price for loading and hauling construction and demolition debris (“C&D”) from the ROW to the DMS is \$18.00 per cubic yard, compared \$7.68 per cubic yard for C&D collection and hauling under the County Contract; and

WHEREAS, on October 13, 2024, the State of Florida Division of Emergency Management issued DEM Order No 24-014 which, among other things, required the Parties to conduct “debris removal around the clock for the first 90 days or until the debris mission is complete” whereas the County Contract provided for a twelve (12) hour work day, absent approval from the Debris Manager; and

WHEREAS, as a result, the COUNTY and certain MUNICIPALITIES were unable to maintain disaster debris collection and hauling under the County Contract and on October 14, 2024, the County undertook a competitive emergency solicitation for disaster debris removal (“County Emergency Contract”); 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 INTENT OF THE PARTIES

It is the intent of the Parties that this interlocal agreement applies only to debris collected pursuant to COUNTY Contract Number 25-00029E Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations specific to debris related to Hurricanes Helene and Milton and subject to the State requirements and pricing set forth above.

SECTION 2 OBLIGATIONS OF THE COUNTY

2.1 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.

2.2 The scope of the work procured by the COUNTY as set forth in Section E of COUNTY Contract Number 25-00029E Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations to provide comprehensive disaster debris collection and removal services as and when required.

2.3 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.

2.4 The COUNTY will undertake or has undertaken procurement processes for the disaster debris monitoring and management services, for which municipal representatives participated or had the opportunity to participate.

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

2.6 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned procurement process, 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).

2.7 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).

2.8 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 3 OBLIGATIONS OF THE MUNICIPALITY

3.1 The MUNICIPALITY hereby endorses for itself the COUNTY's competitive procurement process and the County's emergency 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.

3.2 The MUNICIPALITY had the option and ability to review the COUNTY's procurement processes 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.

3.3 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process or emergency procurement process, it will do so utilizing the Participation 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.

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

3.5 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.

3.6 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).

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

SECTION 4 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 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@pinellascounty.org

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 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 9 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), COUNTY RFP Proposal Number 22-0601-P (Disaster Debris Monitoring and Management RFP), and/or COUNTY Emergency Contract 25-00029E Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations 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.

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:

CITY OF MADEIRA BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail: