

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and between Manatee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "the COUNTY," and the City of Bradenton, Florida, a Florida municipal corporation, hereinafter referred to as "the CITY."

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the COUNTY and the CITY entered into an Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring dated September 19, 2005; and

WHEREAS, the Interlocal Agreement dated September 19, 2005 provides for coordination between the COUNTY and the CITY relating to debris management services and debris disposal site monitoring services to comply with requirements of the Federal Emergency Management Agency (hereinafter referred to as "FEMA") for reimbursement of costs following a disaster covering all or a portion of the COUNTY; and

WHEREAS, provisions of the Interlocal Agreement dated September 19, 2005 have become obsolete; and

WHEREAS, the COUNTY and the CITY desire to enter into a new Interlocal Agreement for coordination of debris management services and debris disposal site monitoring services following a disaster covering all or a portion of the COUNTY.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Contract Administration. The COUNTY has entered into one (1) or more contracts with contractors providing for the removal and disposal of debris located in unincorporated areas of the COUNTY and from COUNTY property following a disaster. The CITY has entered into or will enter into one (1) or more contracts with contractors providing for the removal and disposal of debris located within the boundaries of the CITY following a disaster. The COUNTY contractors and the CITY contractors will provide debris removal services and debris disposal services in accordance with FEMA requirements for cost recovery following a disaster covering all or a portion of the COUNTY. The COUNTY and the CITY will monitor all work of their respective contractors for cost recovery in accordance with FEMA requirements with assistance from the COUNTY's consulting firm for professional solid waste engineering services.

2. COUNTY Responsibilities. Following a disaster covering all or a portion of the COUNTY, the COUNTY shall have the following responsibilities with respect to debris management and debris disposal site monitoring:

- A. Provide one (1) or more debris disposal sites and oversee the operation of such sites.
- B. Provide monitoring of the debris disposal sites and accounting by volume for all debris entering the debris disposal sites, including debris from within the CITY, in a manner that allows debris volumes to be tracked, allocated and reported by the contractor, the CITY or the COUNTY that transported eligible debris to the sites.
- C. Provide accounting in compliance with FEMA requirements for reimbursement of costs incurred by the COUNTY relating to activation, management and closure of the debris disposal sites and debris disposal site monitors.
- D. Provide invoices with appropriate documentation to the CITY for the CITY's share of costs based on volume relating to activation, management and closure of the debris disposal sites and debris disposal site monitors.
- E. Provide supervision and guidance to the CITY relating to collection, removal and transportation of eligible debris to the debris disposal sites.
- F. Provide notice to the CITY in the event any mixed debris or ineligible debris is rejected from the debris disposal sites or is required to be reloaded at the debris disposal sites and transported for proper disposal at other approved locations.

3. CITY Responsibilities. Following a disaster covering all or a portion of the COUNTY, the CITY shall have the following responsibilities with respect to debris management and debris disposal site monitoring:

- A. Use only trucks, trailers and other vehicles that have been measured by the COUNTY or its consulting firm prior to hauling and that have the capacity prominently marked in cubic yards on such vehicles.
- B. Deliver only clean vegetative storm debris to the debris disposal sites.
- C. Properly dispose of all storm related debris that is not clean debris.
- D. Arrange and pay all costs for transportation and proper disposal of any mixed debris or ineligible debris that is rejected from the debris disposal sites or is required to be reloaded at the debris disposal sites.
- E. Field monitor the CITY's loading sites and comply with all other FEMA requirements to receive reimbursement of costs for eligible debris.

- F. Submit all applicable FEMA forms and documents required for collection and transportation of eligible debris.
- G. Pay all costs relating to monitoring and management of debris removal collected within the CITY.
- H. Pay a share of the costs incurred by the COUNTY for debris disposal sites and debris disposal site monitors within thirty (30) days after receipt of an invoice from the COUNTY.
- I. Administer any other contracts and pay all costs for services and debris disposal sites used by the CITY independent from the COUNTY.

4. Coordination. Each party agrees to provide, at its sole cost, an employee or agent to serve as a liaison with the other party for coordination of the responsibilities and administrative resolution of issues that may arise under this Interlocal Agreement. The Utilities Department Superintendent of Solid Waste Enforcement is hereby designated as the COUNTY's liaison. The CITY shall provide written notice to the COUNTY's liaison the name and contact information of the CITY's liaison as soon as possible and no later than thirty (30) days after the effective date of this Agreement. Either party may designate a different liaison by providing written notice to the other party.

5. Reservation of Rights and Independent Contractor Relationship. Nothing in this Interlocal Agreement shall be construed to affect either party's entitlement under Florida law to sovereign immunity, nor shall this Interlocal Agreement be construed to create any indemnification or duty to defend by either party. This Interlocal Agreement shall not be construed to create an agency relationship between the parties or any relationship other than independent contractor status.

6. Term and Termination. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall become effective upon approval and execution by both parties and filing with the Clerk of the Circuit Court of Manatee County, Florida. This Interlocal Agreement may be terminated by mutual written consent of the parties or by either party providing thirty (30) days prior written notice to the other party.

7. Notices. All notices required to be given by either party under this Interlocal Agreement shall be in writing, addressed to the other party as follows, and delivered by U.S. mail or by hand delivery:

A. COUNTY:

Director
 Utilities Department
 Manatee County
 4410 66th Street West
 Bradenton, Florida 34210

with copy to:

County Administrator
Manatee County
1112 Manatee Avenue West
Bradenton, Florida 34205

B. CITY:

Mayor
City of Bradenton
101 Old Main Street West
Bradenton, Florida 34205-7862

8. Amendments. This Interlocal Agreement may be amended by mutual written agreement of the parties, approved and executed by the parties with the same formality as this Interlocal Agreement. Pursuant to Section 163.01(11), Florida Statutes, any amendments to this Interlocal Agreement shall become effective upon approval and execution by both parties and filing with the Clerk of the Circuit Court of Manatee County, Florida.

9. Governing Law and Entire Agreement. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Interlocal Agreement sets forth all covenants, promises, agreements and understandings between the parties concerning the subject matter of this Interlocal Agreement, and there are no covenants, promises, agreements or understandings, either oral or written, between the parties except as hereinafter set forth.

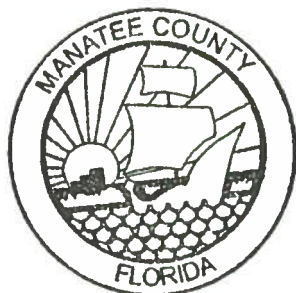
10. Prior Agreement. This Interlocal Agreement shall supersede and replace the Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring between the parties dated September 19, 2005. Upon the effective date of this Interlocal Agreement, the Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring between the parties dated September 19, 2005 shall be rescinded in its entirety and shall have no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement, by and through their duly authorized representatives, on the respective dates below.

COUNTY

Manatee County, Florida a political subdivision of the State of Florida, acting by and through the Board of County Commissioners, with a quorum present and voting, hereby approves this Interlocal Agreement on the 18th day of September, 2017.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida



By: its Board of County Commissioners

[Signature]
Chairperson

Date: 9/18/2017

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]

Deputy Clerk

CITY

The City of Bradenton, Florida, a Florida municipal corporation, acting by and through the City Council, with a quorum present and voting, hereby approves this Interlocal Agreement on the 14th day of June, 2017.

CITY OF BRADENTON,
FLORIDA, a Florida municipal corporation

By: [Signature]

Mayor

Date: June 14 2017

ATTEST: [Signature]

City Clerk



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and between Manatee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "the COUNTY," and the City of Palmetto, Florida, a Florida municipal corporation, hereinafter referred to as "the CITY."

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the COUNTY and the CITY entered into an Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring dated October 3, 2005; and

WHEREAS, the Interlocal Agreement dated October 3, 2005 provides for coordination between the COUNTY and the CITY relating to debris management services and debris disposal site monitoring services to comply with requirements of the Federal Emergency Management Agency (hereinafter referred to as "FEMA") for reimbursement of costs following a disaster covering all or a portion of the COUNTY; and

WHEREAS, provisions of the Interlocal Agreement dated October 3, 2005 have become obsolete; and

WHEREAS, the COUNTY and the CITY desire to enter into a new Interlocal Agreement for coordination of debris management services and debris disposal site monitoring services following a disaster covering all or a portion of the COUNTY.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. **Contract Administration.** The COUNTY has entered into one (1) or more contracts with contractors providing for the removal and disposal of debris located in unincorporated areas of the COUNTY and from COUNTY property following a disaster. The CITY has entered into or will enter into one (1) or more contracts with contractors providing for the removal and disposal of debris located within the boundaries of the CITY following a disaster. The COUNTY contractors and the CITY contractors will provide debris removal services and debris disposal services in accordance with FEMA requirements for cost recovery following a disaster covering all or a portion of the COUNTY. The COUNTY and the CITY will monitor all work of their respective contractors for cost recovery in accordance with FEMA requirements with assistance from the COUNTY's consulting firm for professional solid waste engineering services.

2. COUNTY Responsibilities. Following a disaster covering all or a portion of the COUNTY, the COUNTY shall have the following responsibilities with respect to debris management and debris disposal site monitoring:

- A. Provide one (1) or more debris disposal sites and oversee the operation of such sites.
- B. Provide monitoring of the debris disposal sites and accounting by volume for all debris entering the debris disposal sites, including debris from within the CITY, in a manner that allows debris volumes to be tracked, allocated and reported by the contractor, the CITY or the COUNTY that transported eligible debris to the sites.
- C. Provide accounting in compliance with FEMA requirements for reimbursement of costs incurred by the COUNTY relating to activation, management and closure of the debris disposal sites and debris disposal site monitors.
- D. Provide invoices with appropriate documentation to the CITY for the CITY's share of costs based on volume relating to activation, management and closure of the debris disposal sites and debris disposal site monitors.
- E. Provide supervision and guidance to the CITY relating to collection, removal and transportation of eligible debris to the debris disposal sites.
- F. Provide notice to the CITY in the event any mixed debris or ineligible debris is rejected from the debris disposal sites or is required to be reloaded at the debris disposal sites and transported for proper disposal at other approved locations.

3. CITY Responsibilities. Following a disaster covering all or a portion of the COUNTY, the CITY shall have the following responsibilities with respect to debris management and debris disposal site monitoring:

- A. Use only trucks, trailers and other vehicles that have been measured by the COUNTY or its consulting firm prior to hauling and that have the capacity prominently marked in cubic yards on such vehicles.
- B. Deliver only clean vegetative storm debris to the debris disposal sites.
- C. Properly dispose of all storm related debris that is not clean debris.
- D. Arrange and pay all costs for transportation and proper disposal of any mixed debris or ineligible debris that is rejected from the debris disposal sites or is required to be reloaded at the debris disposal sites.
- E. Field monitor the CITY's loading sites and comply with all other FEMA requirements to receive reimbursement of costs for eligible debris.

- F. Submit all applicable FEMA forms and documents required for collection and transportation of eligible debris.
- G. Pay all costs relating to monitoring and management of debris removal collected within the CITY.
- H. Pay a share of the costs incurred by the COUNTY for debris disposal sites and debris disposal site monitors within thirty (30) days after receipt of an invoice from the COUNTY.
- I. Administer any other contracts and pay all costs for services and debris disposal sites used by the CITY independent from the COUNTY.

4. Coordination. Each party agrees to provide, at its sole cost, an employee or agent to serve as a liaison with the other party for coordination of the responsibilities and administrative resolution of issues that may arise under this Interlocal Agreement. The Utilities Department Superintendent of Solid Waste Enforcement is hereby designated as the COUNTY's liaison. The CITY shall provide written notice to the COUNTY's liaison the name and contact information of the CITY's liaison as soon as possible and no later than thirty (30) days after the effective date of this Agreement. Either party may designate a different liaison by providing written notice to the other party.

5. Reservation of Rights and Independent Contractor Relationship. Nothing in this Interlocal Agreement shall be construed to affect either party's entitlement under Florida law to sovereign immunity, nor shall this Interlocal Agreement be construed to create any indemnification or duty to defend by either party. This Interlocal Agreement shall not be construed to create an agency relationship between the parties or any relationship other than independent contractor status.

6. Term and Termination. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall become effective upon approval and execution by both parties and filing with the Clerk of the Circuit Court of Manatee County, Florida. This Interlocal Agreement may be terminated by mutual written consent of the parties or by either party providing thirty (30) days prior written notice to the other party.

7. Notices. All notices required to be given by either party under this Interlocal Agreement shall be in writing, addressed to the other party as follows, and delivered by U.S. mail or by hand delivery:

A. COUNTY:

Director
Utilities Department
Manatee County
4410 66th Street West
Bradenton, Florida 34210

with copy to:

County Administrator
Manatee County
1112 Manatee Avenue West
Bradenton, Florida 34205

B. CITY:

Mayor
City of Palmetto
516 Eighth Avenue West
P.O. Box 1209
Palmetto, Florida 34220

8. Amendments. This Interlocal Agreement may be amended by mutual written agreement of the parties, approved and executed by the parties with the same formality as this Interlocal Agreement. Pursuant to Section 163.01(11), Florida Statutes, any amendments to this Interlocal Agreement shall become effective upon approval and execution by both parties and filing with the Clerk of the Circuit Court of Manatee County, Florida.

9. Governing Law and Entire Agreement. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Interlocal Agreement sets forth all covenants, promises, agreements and understandings between the parties concerning the subject matter of this Interlocal Agreement, and there are no covenants, promises, agreements or understandings, either oral or written, between the parties except as hereinafter set forth.

10. Prior Agreement. This Interlocal Agreement shall supersede and replace the Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring between the parties dated October 3, 2005. Upon the effective date of this Interlocal Agreement, the Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring between the parties dated October 3, 2005 shall be rescinded in its entirety and shall have no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement, by and through their duly authorized representatives, on the respective dates below.

COUNTY

Manatee County, Florida a political subdivision of the State of Florida, acting by and through the Board of County Commissioners, with a quorum present and voting, hereby approves this Interlocal Agreement on the 18th day of September, 2017.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida



By: its Board of County Commissioners

[Signature]
Chairperson

Date: 9/18/2017

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
Deputy Clerk

CITY

The City of Palmetto, Florida, a Florida municipal corporation, acting by and through the City Commission, with a quorum present and voting, hereby approves this Interlocal Agreement on the _____ day of _____, 2017.

CITY OF PALMETTO,
FLORIDA, a Florida municipal corporation

By: [Signature]
Mayor

Date: 8/9/17

ATTEST: [Signature]
City Clerk

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and between Manatee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "the COUNTY," and the City of Bradenton Beach, Florida, a Florida municipal corporation, hereinafter referred to as "the CITY."

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the COUNTY and the CITY entered into an Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring dated September 1, 2005; and

WHEREAS, the Interlocal Agreement dated September 1, 2005 provides for coordination between the COUNTY and the CITY relating to debris management services and debris disposal site monitoring services to comply with requirements of the Federal Emergency Management Agency (hereinafter referred to as "FEMA") for reimbursement of costs following a disaster covering all or a portion of the COUNTY; and

WHEREAS, provisions of the Interlocal Agreement dated September 1, 2005 have become obsolete; and

WHEREAS, the COUNTY and the CITY desire to enter into a new Interlocal Agreement for coordination of debris management services and debris disposal site monitoring services following a disaster covering all or a portion of the COUNTY.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Contract Administration. The COUNTY has entered into one (1) or more contracts with contractors providing for the removal and disposal of debris located in unincorporated areas of the COUNTY and from COUNTY property following a disaster. The CITY has entered into or will enter into one (1) or more contracts with contractors providing for the removal and disposal of debris located within the boundaries of the CITY following a disaster. The COUNTY contractors and the CITY contractors will provide debris removal services and debris disposal services in accordance with FEMA requirements for cost recovery following a disaster covering all or a portion of the COUNTY. The COUNTY and the CITY will monitor all work of their respective contractors for cost recovery in accordance with FEMA requirements with assistance from the COUNTY's consulting firm for professional solid waste engineering services.

2. COUNTY Responsibilities. Following a disaster covering all or a portion of the COUNTY, the COUNTY shall have the following responsibilities with respect to debris management and debris disposal site monitoring:

- A. Provide one (1) or more debris disposal sites and oversee the operation of such sites.
- B. Provide monitoring of the debris disposal sites and accounting by volume for all debris entering the debris disposal sites, including debris from within the CITY, in a manner that allows debris volumes to be tracked, allocated and reported by the contractor, the CITY or the COUNTY that transported eligible debris to the sites.
- C. Provide accounting in compliance with FEMA requirements for reimbursement of costs incurred by the COUNTY relating to activation, management and closure of the debris disposal sites and debris disposal site monitors.
- D. Provide invoices with appropriate documentation to the CITY for the CITY's share of costs based on volume relating to activation, management and closure of the debris disposal sites and debris disposal site monitors.
- E. Provide supervision and guidance to the CITY relating to collection, removal and transportation of eligible debris to the debris disposal sites.
- F. Provide notice to the CITY in the event any mixed debris or ineligible debris is rejected from the debris disposal sites or is required to be reloaded at the debris disposal sites and transported for proper disposal at other approved locations.

3. CITY Responsibilities. Following a disaster covering all or a portion of the COUNTY, the CITY shall have the following responsibilities with respect to debris management and debris disposal site monitoring:

- A. Use only trucks, trailers and other vehicles that have been measured by the COUNTY or its consulting firm prior to hauling and that have the capacity prominently marked in cubic yards on such vehicles.
- B. Deliver only clean vegetative storm debris to the debris disposal sites.
- C. Properly dispose of all storm related debris that is not clean debris.
- D. Arrange and pay all costs for transportation and proper disposal of any mixed debris or ineligible debris that is rejected from the debris disposal sites or is required to be reloaded at the debris disposal sites.
- E. Field monitor the CITY's loading sites and comply with all other FEMA requirements to receive reimbursement of costs for eligible debris.

- F. Submit all applicable FEMA forms and documents required for collection and transportation of eligible debris.
- G. Pay all costs relating to monitoring and management of debris removal collected within the CITY.
- H. Pay a share of the costs incurred by the COUNTY for debris disposal sites and debris disposal site monitors within thirty (30) days after receipt of an invoice from the COUNTY.
- I. Administer any other contracts and pay all costs for services and debris disposal sites used by the CITY independent from the COUNTY.

4. Coordination. Each party agrees to provide, at its sole cost, an employee or agent to serve as a liaison with the other party for coordination of the responsibilities and administrative resolution of issues that may arise under this Interlocal Agreement. The Utilities Department Superintendent of Solid Waste Enforcement is hereby designated as the COUNTY's liaison. The CITY shall provide written notice to the COUNTY's liaison the name and contact information of the CITY's liaison as soon as possible and no later than thirty (30) days after the effective date of this Agreement. Either party may designate a different liaison by providing written notice to the other party.

5. Reservation of Rights and Independent Contractor Relationship. Nothing in this Interlocal Agreement shall be construed to affect either party's entitlement under Florida law to sovereign immunity, nor shall this Interlocal Agreement be construed to create any indemnification or duty to defend by either party. This Interlocal Agreement shall not be construed to create an agency relationship between the parties or any relationship other than independent contractor status.

6. Term and Termination. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall become effective upon approval and execution by both parties and filing with the Clerk of the Circuit Court of Manatee County, Florida. This Interlocal Agreement may be terminated by mutual written consent of the parties or by either party providing thirty (30) days prior written notice to the other party.

7. Notices. All notices required to be given by either party under this Interlocal Agreement shall be in writing, addressed to the other party as follows, and delivered by U.S. mail or by hand delivery:

- A. COUNTY:
 - Director
 - Utilities Department
 - Manatee County
 - 4410 66th Street West
 - Bradenton, Florida 34210

with copy to:

County Administrator
Manatee County
1112 Manatee Avenue West
Bradenton, Florida 34205

B. CITY:

Mayor
City of Bradenton Beach
City Hall
107 Gulf Drive North
Bradenton Beach, Florida 34217

8. Amendments. This Interlocal Agreement may be amended by mutual written agreement of the parties, approved and executed by the parties with the same formality as this Interlocal Agreement. Pursuant to Section 163.01(11), Florida Statutes, any amendments to this Interlocal Agreement shall become effective upon approval and execution by both parties and filing with the Clerk of the Circuit Court of Manatee County, Florida.

9. Governing Law and Entire Agreement. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Interlocal Agreement sets forth all covenants, promises, agreements and understandings between the parties concerning the subject matter of this Interlocal Agreement, and there are no covenants, promises, agreements or understandings, either oral or written, between the parties except as hereinafter set forth.

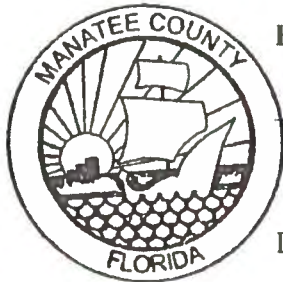
10. Prior Agreement. This Interlocal Agreement shall supersede and replace the Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring between the parties dated September 1, 2005. Upon the effective date of this Interlocal Agreement, the Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring between the parties dated September 1, 2005 shall be rescinded in its entirety and shall have no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement, by and through their duly authorized representatives, on the respective dates below.

COUNTY

Manatee County, Florida a political subdivision of the State of Florida, acting by and through the Board of County Commissioners, with a quorum present and voting, hereby approves this Interlocal Agreement on the 18th day of September, 2017.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida



By: its Board of County Commissioners

[Signature]
Chairperson

Date: 9/18/2017

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
Deputy Clerk

CITY

The City of Bradenton Beach, Florida, a Florida municipal corporation, acting by and through the City Commission, with a quorum present and voting, hereby approves this Interlocal Agreement on the 1st day of June, 2017.

CITY OF BRADENTON BEACH,
FLORIDA a Florida municipal corporation

By: [Signature]

Mayor

Date: June 1st, 2017

ATTEST: [Signature]

City Clerk

"County's Copy"

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and between Manatee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "the COUNTY," and the City of Holmes Beach, Florida, a Florida municipal corporation, hereinafter referred to as "the CITY."

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the COUNTY and the CITY entered into an Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring dated October 25, 2005; and

WHEREAS, the Interlocal Agreement dated October 25, 2005 provides for coordination between the COUNTY and the CITY relating to debris management services and debris disposal site monitoring services to comply with requirements of the Federal Emergency Management Agency (hereinafter referred to as "FEMA") for reimbursement of costs following a disaster covering all or a portion of the COUNTY; and

WHEREAS, provisions of the Interlocal Agreement dated October 25, 2005 have become obsolete; and

WHEREAS, the COUNTY and the CITY desire to enter into a new Interlocal Agreement for coordination of debris management services and debris disposal site monitoring services following a disaster covering all or a portion of the COUNTY.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. **Contract Administration.** The COUNTY has entered into one (1) or more contracts with contractors providing for the removal and disposal of debris located in unincorporated areas of the COUNTY and from COUNTY property following a disaster. The CITY has entered into or will enter into one (1) or more contracts with contractors providing for the removal and disposal of debris located within the boundaries of the CITY following a disaster. The COUNTY contractors and the CITY contractors will provide debris removal services and debris disposal services in accordance with FEMA requirements for cost recovery following a disaster covering all or a portion of the COUNTY. The COUNTY and the CITY will monitor all work of their respective contractors for cost recovery in accordance with FEMA requirements with assistance from the COUNTY's consulting firm for professional solid waste engineering services.

2. COUNTY Responsibilities. Following a disaster covering all or a portion of the COUNTY, the COUNTY shall have the following responsibilities with respect to debris management and debris disposal site monitoring:

- A. Provide one (1) or more debris disposal sites and oversee the operation of such sites.
- B. Provide monitoring of the debris disposal sites and accounting by volume for all debris entering the debris disposal sites, including debris from within the CITY, in a manner that allows debris volumes to be tracked, allocated and reported by the contractor, the CITY or the COUNTY that transported eligible debris to the sites.
- C. Provide accounting in compliance with FEMA requirements for reimbursement of costs incurred by the COUNTY relating to activation, management and closure of the debris disposal sites and debris disposal site monitors.
- D. Provide invoices with appropriate documentation to the CITY for the CITY's share of costs based on volume relating to activation, management and closure of the debris disposal sites and debris disposal site monitors.
- E. Provide supervision and guidance to the CITY relating to collection, removal and transportation of eligible debris to the debris disposal sites.
- F. Provide notice to the CITY in the event any mixed debris or ineligible debris is rejected from the debris disposal sites or is required to be reloaded at the debris disposal sites and transported for proper disposal at other approved locations.

3. CITY Responsibilities. Following a disaster covering all or a portion of the COUNTY, the CITY shall have the following responsibilities with respect to debris management and debris disposal site monitoring:

- A. Use only trucks, trailers and other vehicles that have been measured by the COUNTY or its consulting firm prior to hauling and that have the capacity prominently marked in cubic yards on such vehicles.
- B. Deliver only clean vegetative storm debris to the debris disposal sites.
- C. Properly dispose of all storm related debris that is not clean debris.
- D. Arrange and pay all costs for transportation and proper disposal of any mixed debris or ineligible debris that is rejected from the debris disposal sites or is required to be reloaded at the debris disposal sites.
- E. Field monitor the CITY's loading sites and comply with all other FEMA requirements to receive reimbursement of costs for eligible debris.

- F. Submit all applicable FEMA forms and documents required for collection and transportation of eligible debris.
- G. Pay all costs relating to monitoring and management of debris removal collected within the CITY.
- H. Pay a share of the costs incurred by the COUNTY for debris disposal sites and debris disposal site monitors within thirty (30) days after receipt of an invoice from the COUNTY.
- I. Administer any other contracts and pay all costs for services and debris disposal sites used by the CITY independent from the COUNTY.

4. Coordination. Each party agrees to provide, at its sole cost, an employee or agent to serve as a liaison with the other party for coordination of the responsibilities and administrative resolution of issues that may arise under this Interlocal Agreement. The Utilities Department Superintendent of Solid Waste Enforcement is hereby designated as the COUNTY's liaison. The CITY shall provide written notice to the COUNTY's liaison the name and contact information of the CITY's liaison as soon as possible and no later than thirty (30) days after the effective date of this Agreement. Either party may designate a different liaison by providing written notice to the other party.

5. Reservation of Rights and Independent Contractor Relationship. Nothing in this Interlocal Agreement shall be construed to affect either party's entitlement under Florida law to sovereign immunity, nor shall this Interlocal Agreement be construed to create any indemnification or duty to defend by either party. This Interlocal Agreement shall not be construed to create an agency relationship between the parties or any relationship other than independent contractor status.

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7. Notices. All notices required to be given by either party under this Interlocal Agreement shall be in writing, addressed to the other party as follows, and delivered by U.S. mail or by hand delivery:

- A. COUNTY:
 - Director
 - Utilities Department
 - Manatee County
 - 4410 66th Street West
 - Bradenton, Florida 34210

with copy to:

County Administrator
Manatee County
1112 Manatee Avenue West
Bradenton, Florida 34205

B. CITY:

Mayor
City of Holmes Beach
5801 Marina Drive
Holmes Beach, Florida 34217

8. Amendments. This Interlocal Agreement may be amended by mutual written agreement of the parties, approved and executed by the parties with the same formality as this Interlocal Agreement. Pursuant to Section 163.01(11), Florida Statutes, any amendments to this Interlocal Agreement shall become effective upon approval and execution by both parties and filing with the Clerk of the Circuit Court of Manatee County, Florida.

9. Governing Law and Entire Agreement. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Interlocal Agreement sets forth all covenants, promises, agreements and understandings between the parties concerning the subject matter of this Interlocal Agreement, and there are no covenants, promises, agreements or understandings, either oral or written, between the parties except as hereinafter set forth.

10. Prior Agreement. This Interlocal Agreement shall supersede and replace the Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring between the parties dated October 25, 2005. Upon the effective date of this Interlocal Agreement, the Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring between the parties dated October 25, 2005 shall be rescinded in its entirety and shall have no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement, by and through their duly authorized representatives, on the respective dates below.

COUNTY

Manatee County, Florida a political subdivision of the State of Florida, acting by and through the Board of County Commissioners, with a quorum present and voting, hereby approves this Interlocal Agreement on the 18th day of September, 2017.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida



By: its Board of County Commissioners

[Signature]
Chairperson

Date: 9/18/2017

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
Deputy Clerk

CITY

The City of Holmes Beach, Florida, a Florida municipal corporation, acting by and through the City Commission, with a quorum present and voting, hereby approves this Interlocal Agreement on the 27th day of June, 2017.

CITY OF HOLMES BEACH,
FLORIDA, a Florida municipal corporation

By: [Signature]
Mayor

Date: 6/28/17

ATTEST: [Signature]
City Clerk



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and between Manatee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "the COUNTY," and the City of Anna Maria, Florida, a Florida municipal corporation, hereinafter referred to as "the CITY."

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the COUNTY and the CITY entered into an Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring dated July 28, 2005; and

WHEREAS, the Interlocal Agreement dated July 28, 2005 provides for coordination between the COUNTY and the CITY relating to debris management services and debris disposal site monitoring services to comply with requirements of the Federal Emergency Management Agency (hereinafter referred to as "FEMA") for reimbursement of costs following a disaster covering all or a portion of the COUNTY; and

WHEREAS, provisions of the Interlocal Agreement dated July 28, 2005 have become obsolete; and

WHEREAS, the COUNTY and the CITY desire to enter into a new Interlocal Agreement for coordination of debris management services and debris disposal site monitoring services following a disaster covering all or a portion of the COUNTY.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. **Contract Administration.** The COUNTY has entered into one (1) or more contracts with contractors providing for the removal and disposal of debris located in unincorporated areas of the COUNTY and from COUNTY property following a disaster. The CITY has entered into or will enter into one (1) or more contracts with contractors providing for the removal and disposal of debris located within the boundaries of the CITY following a disaster. The COUNTY contractors and the CITY contractors will provide debris removal services and debris disposal services in accordance with FEMA requirements for cost recovery following a disaster covering all or a portion of the COUNTY. The COUNTY and the CITY will monitor all work of their respective contractors for cost recovery in accordance with FEMA requirements with assistance from the COUNTY's consulting firm for professional solid waste engineering services.

2. COUNTY Responsibilities. Following a disaster covering all or a portion of the COUNTY, the COUNTY shall have the following responsibilities with respect to debris management and debris disposal site monitoring:

- A. Provide one (1) or more debris disposal sites and oversee the operation of such sites.
- B. Provide monitoring of the debris disposal sites and accounting by volume for all debris entering the debris disposal sites, including debris from within the CITY, in a manner that allows debris volumes to be tracked, allocated and reported by the contractor, the CITY or the COUNTY that transported eligible debris to the sites.
- C. Provide accounting in compliance with FEMA requirements for reimbursement of costs incurred by the COUNTY relating to activation, management and closure of the debris disposal sites and debris disposal site monitors.
- D. Provide invoices with appropriate documentation to the CITY for the CITY's share of costs based on volume relating to activation, management and closure of the debris disposal sites and debris disposal site monitors.
- E. Provide supervision and guidance to the CITY relating to collection, removal and transportation of eligible debris to the debris disposal sites.
- F. Provide notice to the CITY in the event any mixed debris or ineligible debris is rejected from the debris disposal sites or is required to be reloaded at the debris disposal sites and transported for proper disposal at other approved locations.

3. CITY Responsibilities. Following a disaster covering all or a portion of the COUNTY, the CITY shall have the following responsibilities with respect to debris management and debris disposal site monitoring:

- A. Use only trucks, trailers and other vehicles that have been measured by the COUNTY or its consulting firm prior to hauling and that have the capacity prominently marked in cubic yards on such vehicles.
- B. Deliver only clean vegetative storm debris to the debris disposal sites.
- C. Properly dispose of all storm related debris that is not clean debris.
- D. Arrange and pay all costs for transportation and proper disposal of any mixed debris or ineligible debris that is rejected from the debris disposal sites or is required to be reloaded at the debris disposal sites.
- E. Field monitor the CITY's loading sites and comply with all other FEMA requirements to receive reimbursement of costs for eligible debris.

- F. Submit all applicable FEMA forms and documents required for collection and transportation of eligible debris.
- G. Pay all costs relating to monitoring and management of debris removal collected within the CITY.
- H. Pay a share of the costs incurred by the COUNTY for debris disposal sites and debris disposal site monitors within thirty (30) days after receipt of an invoice from the COUNTY.
- I. Administer any other contracts and pay all costs for services and debris disposal sites used by the CITY independent from the COUNTY.

4. Coordination. Each party agrees to provide, at its sole cost, an employee or agent to serve as a liaison with the other party for coordination of the responsibilities and administrative resolution of issues that may arise under this Interlocal Agreement. The Utilities Department Superintendent of Solid Waste Enforcement is hereby designated as the COUNTY's liaison. The CITY shall provide written notice to the COUNTY's liaison the name and contact information of the CITY's liaison as soon as possible and no later than thirty (30) days after the effective date of this Agreement. Either party may designate a different liaison by providing written notice to the other party.

5. Reservation of Rights and Independent Contractor Relationship. Nothing in this Interlocal Agreement shall be construed to affect either party's entitlement under Florida law to sovereign immunity, nor shall this Interlocal Agreement be construed to create any indemnification or duty to defend by either party. This Interlocal Agreement shall not be construed to create an agency relationship between the parties or any relationship other than independent contractor status.

6. Term and Termination. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall become effective upon approval and execution by both parties and filing with the Clerk of the Circuit Court of Manatee County, Florida. This Interlocal Agreement may be terminated by mutual written consent of the parties or by either party providing thirty (30) days prior written notice to the other party.

7. Notices. All notices required to be given by either party under this Interlocal Agreement shall be in writing, addressed to the other party as follows, and delivered by U.S. mail or by hand delivery:

- A. COUNTY:
Director
Utilities Department
Manatee County
4410 66th Street West
Bradenton, Florida 34210

with copy to:

County Administrator
Manatee County
1112 Manatee Avenue West
Bradenton, Florida 34205

B. CITY:

Mayor
City of Anna Maria
10005 Gulf Drive
P.O. Box 779
Anna Maria, Florida 34216

8. Amendments. This Interlocal Agreement may be amended by mutual written agreement of the parties, approved and executed by the parties with the same formality as this Interlocal Agreement. Pursuant to Section 163.01(11), Florida Statutes, any amendments to this Interlocal Agreement shall become effective upon approval and execution by both parties and filing with the Clerk of the Circuit Court of Manatee County, Florida.

9. Governing Law and Entire Agreement. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Interlocal Agreement sets forth all covenants, promises, agreements and understandings between the parties concerning the subject matter of this Interlocal Agreement, and there are no covenants, promises, agreements or understandings, either oral or written, between the parties except as hereinafter set forth.

10. Prior Agreement. This Interlocal Agreement shall supersede and replace the Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring between the parties dated July 28, 2005. Upon the effective date of this Interlocal Agreement, the Interlocal Agreement Relating to Intergovernmental Cooperation for Effective Post-Disaster Debris Management and Debris Site Monitoring between the parties dated July 28, 2005 shall be rescinded in its entirety and shall have no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement, by and through their duly authorized representatives, on the respective dates below.

COUNTY

Manatee County, Florida a political subdivision of the State of Florida, acting by and through the Board of County Commissioners, with a quorum present and voting, hereby approves this Interlocal Agreement on the 18th day of September, 2017.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida



By: its Board of County Commissioners

[Signature]
Chairperson

Date: 9/18/2017

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
Deputy Clerk

CITY

The City of Anna Maria, Florida, a Florida municipal corporation, acting by and through the City Commission, with a quorum present and voting, hereby approves this Interlocal Agreement on the 9 day of June, 2017.

CITY OF ANNA MARIA,
FLORIDA. a Florida municipal corporation

By: [Signature]
Mayor

Date: 06-09-2017

ATTEST: [Signature]
City Clerk

September 14, 2017 - Regular Meeting - Postponed to September 18, 2017

Agenda Item #32

Approved in Open Session 9/18/17,
Manatee County
Board of County Commissioners

Subject

Interlocal Agreement for Coordination of Debris Management Services and Debris Disposal Site Monitoring Services

Briefings

None

Contact and/or Presenter Information

Jeanne' Detweiler, Solid Waste Enforcement Superintendent, ext. 8013

Gus DiFonzo, Deputy Director, Utilities, ext. 5473

Mike Gore, Director, Utilities, ext. 5323

Action Requested

Authorize execution of debris management interlocal agreements with City of Bradenton, City of Palmetto, City of Bradenton Beach, City of Holmes Beach, and City of Anna Maria.

Enabling/Regulating Authority

Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 as amended.

Background Discussion

On October 25, 2005, Manatee County entered into interlocal agreements with the local municipalities to effectively coordinate debris collection and disposal post disaster such as a hurricane.

The agreements served to comply with FEMA requirements for reimbursement costs.

The 2005 interlocal agreements have become obsolete and new ones have been prepared and executed by each municipality.

There are no substantive changes in the new agreements. Contact information has been made less specific, incorporating a position or title rather than an actual named individual.

The Town of Longboat Key and Trailer Estates Special District have independent contracts with vendors for debris management services.

Authorization for the Chairman to execute the agreements is being requested in order to comply with FEMA requirements for post disaster reimbursement.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Zamboni

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - September 14, 2017

Instructions to Board Records

Please return both executed originals of each interlocal agreement to Jeanne' Detweiler, in Utilities Solid Waste. **Distributed 9/28/17, RT**

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Municipal Post Disaster Debris Interlocal Agreements.pdf](#)

Attachment: [Response to CAO Matter No 2016-0636.pdf](#)



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*
Robert M. Eschenfelder, Chief Assistant County Attorney**
William E. Clague, Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**
Christopher M. De Carlo, Assistant County Attorney
Geoffrey K. Nichols, Assistant County Attorney
Pamela J. D'Agostino, Assistant County Attorney
Anne M. Morris, Assistant County Attorney
Katharine M. Zamboni, Assistant County Attorney

MEMORANDUM

DATE: August 18, 2016

TO: Jeanne' Detweiler, Solid Waste Enforcement Superintendent, Utilities Department

THROUGH: Mitchell O. Palmer, County Attorney *MOP 8-18-16*

FROM: Katharine M. Zamboni, Assistant County Attorney *KMZ*

**RE: Interlocal Agreements for Post-Disaster Debris Management
and Debris Site Monitoring
Request for Legal Services (RLS); CAO Matter No. 2016-0636**

You requested legal review of five (5) draft Interlocal Agreements for Post-Disaster Debris Management and Debris Site Monitoring between the County and the following cities: (1) City of Anna Maria, (2) City of Bradenton, (3) City of Bradenton Beach, (4) City of Holmes Beach, and (5) City of Palmetto. I have reviewed the draft agreements and discussed with you verbally some minor revisions to the drafts. The agreements I am providing with this response incorporate those revisions.

I trust this response adequately addresses your question. Should you have any further questions or require any further assistance, please do not hesitate to contact this Office.

KMZ
Enclosures

Copies to: Ed Hunzeker, County Administrator
Karen Windon, Deputy County Administrator
Dan Schlandt, Deputy County Administrator
C. Mike Gore, Director, Utilities Department
Gus A. DiFonzo, Deputy Director, Utilities Department

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law