

**INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE CITY OF AVON PARK, FLORIDA
FOR REMOVAL OF EMERGENCY DISASTER DEBRIS**

This Interlocal Agreement is made and entered into by and between Highlands County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and the City of Avon Park, a municipal corporation organized and existing under the laws of the State of Florida ("City").

WITNESSETH:

WHEREAS, from time to time, the County and the City experience unforeseen, emergency disaster events which require the removal of debris from public streets and rights of way; and

WHEREAS, the County has properly solicited for and entered into agreements with private contractors to provide debris removal from public streets and rights-of-way resulting from hurricanes, tornadoes and other similar emergency disaster events; and

WHEREAS, the County and the City acknowledge the public benefit in utilizing County contractors within the incorporated limits of the City during such emergency events and situations; and

WHEREAS, the County and the City have determined that it is in their mutual best interest to enter into an Interlocal Agreement for the purpose of defining the various methods and options available related to emergency debris removal.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Recitals.
The above recitals are true and correct and incorporated herein.
2. City Obligations.
 - A. Upon the declaration of state of emergency by the Governor of Florida or the Board of County Commissioners pursuant to Florida Statutes, Section 252.38, the City hereby appoints the County to act as its agent for the purpose of collecting emergency disaster debris from streets and rights-of-way, or portions thereof, which are situated and located within the incorporated limits and/or jurisdiction of the City. If the City desires that debris be removed from LESS THAN ALL of the streets and rights of way, or portions thereof, situated and located within the incorporated limits and/or jurisdiction of the City, the City shall also provide the County with a detailed map showing exactly where emergency debris removal is to occur

in the City, for the applicable period, so that the County may instruct its contractor(s) accordingly.

B. The City understands that there are emergency debris removal requirements and agrees to notify and educate its residents located within the debris removal area of the incorporated limits of the City, as designated by the City, which may from time to time be imposed by a County contractor or a State or Federal Agency related to emergency debris removal. The County shall provide the City with an Internet link of information to inform and educate the City's residents of the proper manner on preparation and placement of debris for pickup.

C. The City agrees that payment(s) to be made as set forth in Paragraph 4 of this Agreement will be made in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

3. County Obligations.

A. Upon the declaration of state of emergency by the Governor of Florida or the Board of County Commissioners pursuant to Florida Statutes, Section 252.38, the County hereby agrees to act as the agent for the City and provide emergency disaster debris removal services using the County's contractor(s), and monitoring consultant(s), pursuant to the following:

- i. Such services will be provided along ALL streets and rights-of-way, or portions thereof, situated and located within the incorporated areas and/or jurisdiction of the City OR along those streets and rights-of-way located in the specific geographical area or legal description of the incorporated limits of the City as provided by the City to the County. **Except for emergency clearing of roadways and other immediate safety concerns, the City will not conduct emergency debris removal activities in the areas of the City where it has requested the County perform the service. In the event, the City conducts any debris removal activities or emergency clearing of roadways, the County will be under no obligation to seek reimbursement from Federal and/or State Agencies for the same.**
- ii. The County agrees to pay to have the debris removed, hauled and monitored by the County's contractors, in the incorporated areas of the City as designated by the City, pending Federal and/or State reimbursement.
- iii. Federal and State Agencies generally will not reimburse debris removal activities from private property and will only reimburse removal of eligible debris as determined by the Agency. It is understood and agreed that the County will instruct its contractors

not to remove or dispose debris from private property in the incorporated limits and/or jurisdiction of the City

- vi. The County, at its sole cost and expense, agrees to submit, to the Federal and/or State Agencies, all required applications for reimbursement for the emergency debris picked up by County contractors pursuant to this Agreement within the incorporated limits and/or jurisdiction of the City. If the City has other expenses for debris removal which were expended outside this Agreement, the City shall submit those expenses separately to appropriate Federal and/or State Agencies. The City agrees to provide to appropriate Federal and/or State Agencies with documentation to support such expenses and to show that such expenses do not duplicate the expenses submitted by the County.

- B. In the event that Federal or State Agencies determine that the County cannot perform the services for the City as set forth herein, the parties hereby agree that the County shall have no obligations to provide emergency debris removal services to the City in accordance herewith.

4. Invoicing and Payment.

Upon completion of the requested emergency debris removal services and after the County has been fully reimbursed with final resolution from all Federal and/or State Agencies, the County will send an invoice to the City for the total amount of unreimbursed costs for the portion of debris removal services conducted within the jurisdictional limits of the City. Upon receipt of the invoice and pursuant to the Florida Local Government Prompt Payment Act, the City will pay the County for the total amount of unreimbursed costs for the portion of debris removal services conducted within the jurisdictional limits of the City. It is understood that Federal and/or State reimbursement and auditing activities may take several years after the emergency event and debris removal before a final resolution occurs; however, the City agrees to nonetheless be responsible for the total amount of unreimbursed costs for the portion of debris removal services conducted within the jurisdictional limits of the City.

5. Term and Termination.

This Agreement shall take effect immediately upon execution ("effective date") and shall remain in effect until terminated. Either party may terminate this Agreement upon written notice to the other party delivered before the end of December each calendar year. If no termination notice is given, this Agreement shall continue until terminated.

6. Indemnification.

- A. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the CITY agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the CITY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the CITY, the CITY shall defend and hold the

COUNTY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

- B. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the COUNTY agrees to be liable for any and all damages, losses, and expenses incurred by the CITY, caused by the acts and/or omissions of the COUNTY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the COUNTY, the COUNTY shall defend and hold the CITY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.
- C. These provisions are in no way intended as a waiver of the parties' rights to sovereign immunity.

7. Sovereign Immunity.

The County and the City expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County or City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County or the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

8. Entire Agreement.

This Agreement and any amendments hereto constitute the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the parties hereto.

9. Notice.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the County and to the City. All notices required and/or made pursuant to this Agreement to be given to the County and the City shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
 Attention: County Administrator
 600 N. Commerce
 Sebring, Florida

CITY: City of Avon Park, Florida
Attention: City Manager
110 East Main Street
Avon Park, FL 33825

10. Governing Law and Venue.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida.

11. Waiver.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right of option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

12. Amendment.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

13. Severability.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

14. Joint Negotiations.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

15. Recording.

The County shall record this Agreement as required by the Act immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the City.

16. Equalization.


During the term of this Agreement, if the County shall enter into an agreement with another municipality in Highlands County, Florida for Emergency Debris Removal on financial terms

more favorable than those provided to the City of Avon Park herein, the City of Avon Park will automatically be entitled to those more favorable financial terms.

IN WITNESS WHEREOF, this Interlocal Agreement is hereby effective on the date signed by the last party.



HIGHLANDS COUNTY, a political subdivision of the State of Florida


Scott Kirouac, Chairman

Date: 7/20/2021

ATTEST:



Jerome Kaszubowski, Clerk

On the 12th day of July, 2021 the approved, and the vote was:


Mayor Anderson
Deputy Mayor Barnard
Councilmember Gray
Councilmember Sutherland
Councilmember Johnson

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF AVON PARK, FLORIDA

By: 
Garrett Anderson, Mayor

ATTEST:


Danielle Phillips, City Clerk

APPROVED AS TO FORM:


Gerald T. Buhr, P.A.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 20, 2021

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Interlocal Agreement between Highlands County, Florida and the City of Avon Park for Removal of Emergency Disaster Debris

STATEMENT OF ISSUE

The County has properly solicited for and entered into agreements with private contractors to provide debris removal from public streets and rights-of-way resulting from hurricanes, tornadoes and other similar emergency disaster events. The County and the City acknowledge the public benefit in utilizing County contractors within the incorporated limits of the City during such emergency events and situations and the County and the City have determined that it is in their mutual best interest to enter into an Interlocal Agreement for the purpose of defining the various methods and options available related to emergency debris removal.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County, Florida and the City of Avon Park for Removal of Emergency Disaster Debris

FISCAL IMPACT

No direct fiscal impact at this time. Impacts will vary depending on terms selected and severity of activation events.

Attachments: Interlocal for Emergency Debris Removal AVON PARK.Final.pdf