

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA AND
THE TOWN OF HOWEY-IN-THE-HILLS
FOR
COLLECTION OF STORM DEBRIS FROM STREETS AND RIGHT-OF-WAY**

This is an Amended and Restated Interlocal Agreement (“Agreement”) between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”), and the Town of Howey-in-the-Hills, Florida, a municipal corporation in the State of Florida (“Town”), collectively “the parties”.

WITNESSETH:

WHEREAS, the County has contracted with private contractors to provide services for the removal of debris from public streets and rights-of-way resulting from hurricanes, tornadoes and other similar events; and

WHEREAS, the parties previously entered into an Agreement Between Lake County, Florida and Town of Howey-in-the-Hills for Collection of Storm Debris From Streets and Right-of-Way dated August 30, 2010 (“2010 Agreement”); and

WHEREAS, the County and the Town continue to find it a public benefit to allow municipalities in Lake County to utilize the County’s contractors within the municipality; and

WHEREAS, the County and the Town seek to amend the 2010 Agreement to modify the notification process, to allow the Town to utilize another method for debris removal if desirable, and to provide other updates.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, conditions and payments contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Amendment. In accordance with and subject to the provision in paragraph 8 below, the 2010 Agreement between the Town and the County will be considered terminated and this Agreement shall supersede and replace the 2010 Agreement regarding the collection of storm debris from streets and right-of-way.
3. Town Obligations.
 - A. On an annual basis, between May 1 and May 31, the Town shall provide the County with written notice of the Town’s plan for the collection of storm debris from streets and rights-of-way located with the Town’s limits or jurisdiction.

Specially, the written notification shall state whether the Town intends to utilize one of the following options for the period of June 1 to April 30 (12 months):

Option A: Accessing County's Contract. The County agrees to allow its contracts for emergency debris removal services to be accessible by the Town. The County will require debris removal contractors to handle debris activities in accordance with FEMA, FHWA, and other applicable agency requirements. If the Town notifies the County that the Town chooses Option A, or if Option A is decided by default pursuant to section C below, the Town will be solely responsible for its own agreement with, monitoring of, and payments directly to the contractor(s) for the services for the June 1 to April 30 period. Under this option, the County will not be involved in the any debris removal from the streets or rights-of-way within the Town's limits and jurisdiction. If this option is chosen, the Town will be solely responsible for submittal of expenses, monitoring, reports, and documentation to the appropriate Federal or State agencies for reimbursement or payment.

OR

Option B: County as Agent. If the Town notifies the County that the Town elects this option, the County agrees to complete the obligations contained in paragraph 4(A) of this Agreement. If the Town elects to only have the County act as its agents under this option in only part of the Town, the Town shall provide a detailed map where removal shall occur by the County.

- B. THE TOWN MUST NOTIFY THE COUNTY EVER YEAR (by May 31) WHETHER THE TOWN ELECTS OPTION A (ACCESSING COUNTY'S CONTRACT) OR OPTION B (COUNTY AS AGENT) FOR THE 12-MONTH PERIOD (June 1- April 30).** If a Town fails to provide written notice to the County by April 30 of the Town's option for that year, the County, without further notice to the Town, will conclude that the Town has opted for Option A above.
- C. The Town agrees that payment(s) pursuant to paragraph 4 below will be in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII,

Florida Statutes.

4. County Obligations.

- A. If the Town timely notifies the County of the Town's election of Option B, the County agrees to provide emergency debris removal services from the municipal streets and rights-of-way using the County's contractor(s) and monitoring consultant, pursuant to the following:
- i. Such services will be provided along the municipal streets and rights-of-way in the geographical area or legal description provided by the Town to the County. The Town will not conduct debris removal activities in the areas of the Town where it has requested the County perform the service.
 - ii. Vegetative debris must be loose, not bagged; to ensure only vegetative debris is present (no garbage, metal, etc.) as this can damage the mulching machines. The size of the individual debris (i.e., tree limbs) should be manageable Class III debris (construction debris such as shingles, wood, drywall, glass, etc. as defined by FAC 62-701) and tree stumps may not be picked up unless Federal or State Agencies have authorized such pick up.
 - iii. The County agrees to make payments necessary in order to have the debris hauled and monitored by the County's contractors, pending Federal and/or State reimbursement.
 - iv. Upon completion of the debris removal services within the geographical area or legal description provided by the Town, the County will send an invoice to the Town. Upon receipt of invoice and pursuant to the Florida Local Government Prompt Payment Act, the Town will pay the County twenty-five percent (25%) of the Town's estimated cost. The calculation of the Town's estimated cost will be determined by the actual volume of material collected within the corporate limits of the municipality based on trip sheets generated by site monitors at the time debris is delivered to County-designated collection sites. It is understood that Federal and/or State reimbursement and auditing activities may take

several years after the event and debris removal before a final resolution occurs; at the time such final resolution occurs, County and the Town will agree on a complete and final accounting and split of costs for such debris removal.

- v. 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. The County will instruct its contractors not to remove or dispose debris from private property; unless, the Town sends a written request to the County and the Town agrees to be responsible for the full cost (100%) of such removal and disposal. In such request, the Town must include a legal description for the private property. Prior to the start of the debris removal activities on the private property, the Town will obtain rights-of-entry or other authority satisfactory to meet Federal and State requirements. The County will invoice the Town the cost of the removal and disposal from the private property and the Town shall remit payment to the County within forty-five (45) days of receipt of the invoice.
 - vi. The County agrees to submit to Federal and/or State agencies applications for reimbursement for the debris picked up by County contractors within Town's limits. If the Town has other expenses for debris removal which were expended outside this Agreement, the Town shall submit those expenses separately to appropriate Federal and/or State agencies. The Town agrees to provide to appropriate Federal and/or State agencies documentation to support such expenses and to show that such expenses do not duplicate expenses submitted by the County.
- B. If the Town chooses Option A, or if the Town defaults in choosing an Option by deadline stated, the County has no obligation to remove debris, haul, monitor, or submit documentation for reimbursement on behalf of the Town.
 - C. In the event that Federal or State agencies determine that the County cannot

perform services for the Town as set forth hereunder, the parties hereby agree that the County shall have no obligations hereunder.

5. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. Indemnification. To the extent permitted under Florida law, the Town agrees to indemnify, defend, assume all liability for and hold the County, its employees and authorized agents harmless from any and all actions, damages, claims, suit, penalties, obligation, liabilities or injuries to properties, persons or entities, which may be caused or resulted from the debris removal services provided in the Town's limits under this Agreement.

7. Term and Termination. This Amendment shall take effective immediately upon execution ("effective date") and shall remain in effect until terminated. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Should either party terminate this Agreement after debris removal activities (including staging and actual debris removal) such party shall be liable to the other for any costs and expenses incurred prior to the date of termination.

8. Effect of Amendment. The 2010 Agreement between the parties will be considered terminated as of the effective date of this Agreement, with the exception that the Town shall remain liable to the County for any costs and expenses already incurred by the County for Hurricane Irma and Hurricane Matthew which occurred prior to the effective date of this Agreement. Nothing herein is intended to release the Town from its liabilities to pay under the 2010 Agreement, and the Town shall continue to assist the County in completing applications to Federal and/or State agencies for reimbursement for these events.

9. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
County Manager
P.O. Box 7800
Tavares, Florida 32778

TOWN
Town Manager
P.O. Box 128
Howey-In-The-Hills, FL 34737

cc: Department of Public Works
P.O. Box 7800
Tavares, Florida 32778

- A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.
- C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, to the other party in a manner designated for the filing of notice hereunder.

10. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and Town of Howey-in-the-Hills, through its Mayor.

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AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND HOWEY-IN-THE-HILLS REGARDING DEBRIS REMOVAL

COUNTY

ATTEST:

LAKE COUNTY, FLORIDA, through its
Board of County Commissioners

Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

Timothy I. Sullivan, Chairman

This _____ day of _____, 2019.

Approved as to form and legality:

Melanie Marsh, County Attorney

AGENCY

TOWN OF HOWEY-IN-THE-HILLS,
FLORIDA

Chris Sears, Mayor

This _____ day of _____, 2019.

ATTEST:

Dairian Burke, Town Clerk

Approved as to form and legality:

Town Attorney