

**INTERLOCAL AGREEMENT BETWEEN COLLIER COUNTY AND CITY OF
MARCO ISLAND FOR DEBRIS REMOVAL**

THIS INTERLOCAL AGREEMENT is made and entered into this 20th day of January, 2009, by and between Collier County, a political subdivision of the State of Florida, hereafter referred to as "County," and the City of Marco Island, a municipal corporation, hereafter referred to as "City."

WITNESSETH:

WHEREAS, the Collier County Solid Waste Management Department is responsible for planning and administering the debris recovery and removal operation in the aftermath of a severe weather event; and

WHEREAS, during a debris recovery mission, County staff is given the direction to pick up debris that is reimbursable through the Federal Emergency Management Agency, hereafter referred to as "FEMA"; and

WHEREAS, during these events, some incorporated areas are covered as part of the debris recovery effort, such as Everglades City, the City of Marco Island, and some portions of the City of Naples; and

WHEREAS, several thousands of dollars may be expended by the County to collect, monitor, and dispose of debris in these areas; and

WHEREAS, the County has a concern that there may be an incident or occasion where FEMA may not reimburse the County for its work and effort.

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

1. Term. The term of this annual agreement is from June 1, 2008, through May 31, 2009, and shall automatically renew each year unless terminated as provided herein.
2. Responsibilities.
 - A. County. The County agrees to:
 - a. Following the occurrence of a natural disaster in which Collier County becomes eligible for reimbursement by FEMA for the cleanup and removal of disaster debris, the County will undertake to remove disaster debris from both the unincorporated and portions of the incorporated areas of the county;

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b. County staff and contractors shall use their best efforts to remove only debris that is eligible for reimbursement by FEMA.

B. City. The City agrees to:

a. Should the City wish to have debris removed that the County has determined to be ineligible for State or FEMA reimbursement, the City agrees to reimburse the County no later than thirty (30) days from the invoice date for the removal not reimbursed and disposal of this ineligible debris ;

b. Should some debris removed from the City be deemed ineligible for reimbursement by the State or FEMA and their respective formal determination of ineligibility, the City will reimburse the County for the cost of the removal not reimbursed and disposal of this debris no later than thirty (30) days from the invoice date;

c. Should FEMA or State not reimburse the County 100% for eligible debris, the City will reimburse the County for the percentage excluded by the State and FEMA.

d. Following a natural disaster, the City will inform Collier County if the City does not wish to have debris removed from the city by the Collier County Waste Management Department.¹

3. Termination. This Agreement may be terminated by thirty (30) days notice by regular U.S. mail to the parties at the following locations:

County: Collier County Board of County Commissioners
Solid Waste Management Department
3301 E. Tamiami Trail
Naples, Florida 34112

City: City of Marco Island
Public Works Director
50 Bald Eagle Drive
Marco Island, Florida 34145

4. Miscellaneous. This Agreement shall be governed and construed under the laws of the State of Florida.

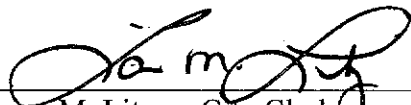
5. Entire Agreement. This Agreement is the entire agreement between the parties and contains all the terms agreed upon.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date first written above.

ATTEST:

CITY OF MARCO ISLAND

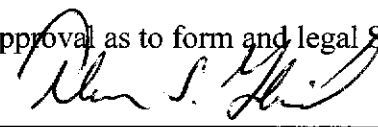


Laura M. Litzan, City Clerk

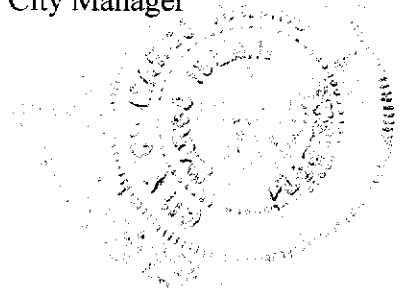
By: 

STEVE THOMPSON, City Manager

Approval as to form and legal Sufficiency:

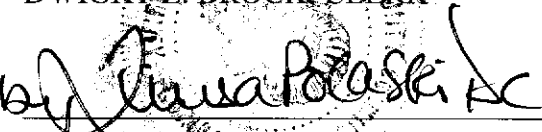


Alan L. Gabriel, City Attorney




ATTEST:
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

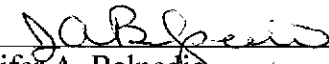


Dawna Palaski, Attest as to Chairman's signature

By: 

DONNA FIALA, CHAIRMAN

Approval as to form and legal Sufficiency:



Jennifer A. Belpedio,
Assistant County Attorney

¹ The City shall have the right to undertake the initial debris removal, at its discretion, upon which the City may apply to FEMA directly for reimbursement.