
INTERLOCAL AGREEMENT
regarding
FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

MANATEE COUNTY, FLORIDA
CEDAR HAMMOCK FIRE CONTROL DISTRICT

This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into by and between **Manatee County**, a political subdivision of the State of Florida (“COUNTY”), and the **Cedar Hammock Fire Control District**, an independent special purpose taxing district authorized under the provisions of Chapter 189 and 191, Florida Statutes, and Chapter 2015-197, Laws of Florida (“DISTRICT”).

WHEREAS, the DISTRICT plans to upgrade an existing 25kW generator to a 60kW generator as a back-up power source to fully energize Station 2 of the DISTRICT, located at 908 36th Avenue WEST, Bradenton, Florida, in the event of a power outage; and

WHEREAS, on November 27, 2018, the Board of County Commissioners of Manatee County, Florida, adopted Resolution R-18-184, which authorized the COUNTY to submit a grant application to FEMA under the Flood Mitigation Assistance/Pre-Disaster Mitigation Grant Program on behalf of the DISTRICT for its generator project at 908 36th Avenue West, Bradenton, Florida (Station 2); and

WHEREAS, the United States Department of Homeland Security (“DHS”), Federal Emergency Management Agency (“FEMA”) has awarded a Pre-Disaster Mitigation Grant Program (“PDM”), administered by the State of Florida, Division of Emergency Management (“DIVISION”), to the COUNTY as a subrecipient to fund the removal and replacement of the DISTRICT’s generator at Station 2, located at 908 36th Avenue WEST, Bradenton, Florida (hereinafter referred to as the “Project”); and

WHEREAS, as the subrecipient of the PDM Grant, the COUNTY is required to fulfill and comply with all of the terms, conditions, and requirements imposed by Federally-Funded Subaward and Grant Agreement B0069, Project No. PDMC2018-007 (hereinafter “Grant Agreement”), in order to receive the federal funds for the Project; and

WHEREAS, it is the intent of the parties that the DISTRICT receive the benefits of the Grant Agreement by implementing the Project in accordance with all of the terms, conditions and requirements imposed by the Grant Agreement; and

WHEREAS, the COUNTY and the DISTRICT desire to state their respective duties and responsibilities for implementing the Project in accordance with all of the terms, conditions and requirements imposed by the Grant Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the COUNTY and the DISTRICT agree as follows:

1. **Authority.** This Interlocal Agreement is entered pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.
2. **Purpose and Scope.** This Interlocal Agreement sets forth the parties' duties and responsibilities to implement the Project in accordance with all terms, conditions and requirements imposed by the Grant Agreement.
3. **Authorization.** FEMA's PDM Program is authorized by Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and is designed to assist States, U.S. Territories, Federally-recognized tribes, and local communities in implementing a sustained pre-disaster natural hazard mitigation program. Because the PDM Program is administered by FEMA through the DIVISION, the Grant Agreement and Project are also subject to Section 215.971, Florida Statutes, which governs agreements funded with federal or state assistance.
4. **Responsibilities of the DISTRICT.**
 - 4.1 The DISTRICT shall implement the Project in accordance with all terms, conditions and requirements imposed by the Grant Agreement, including all exhibits, substantially in the form attached hereto as Exhibit "A."
 - 4.2 The DISTRICT will provide 100% of the funding needed to implement the quantifiable deliverables of the Project before seeking reimbursement of funds available through the Grant Agreement.
 - 4.3 The DISTRICT will timely submit all reports and documentation required by the Grant Agreement to the COUNTY to seek up to 75% reimbursement of Project costs for quantifiable deliverables.
 - 4.4 The DISTRICT is solely responsible for all Project costs incurred above the 75% federal cost share pursuant to the Grant Agreement, and for any costs or expenses related to the Project that are not reimbursable under the Grant Agreement.
5. **Responsibilities of the COUNTY.**
 - 5.1 The COUNTY shall execute the Grant Agreement with the DIVISION.
 - 5.2 The COUNTY shall submit all reports and documentation required by the Grant Agreement to the DIVISION, but only to the extent such reports and

documentations have been provided in a timely manner to the COUNTY by the DISTRICT.

- 5.3 Upon receipt of federal funds pursuant to the terms of the Grant Agreement, the COUNTY shall timely remit such funds to the DISTRICT.
6. **Source of Funds.** Nothing in this Interlocal Agreement obligates the COUNTY to provide any COUNTY funds to the DISTRICT. The COUNTY's obligation to remit funds to the DISTRICT is payable solely from federal funds received from the DIVISION pursuant to the Grant Agreement.
 7. **No General Obligation.** Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties shall not be construed to be or constitute general obligations, debts or liabilities of the COUNTY, the DISTRICT, or the State of Florida or any political subdivision or constitutional officer thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.
 8. **Amendments.** This Interlocal Agreement may be amended, and its material provisions may be waived, only by written agreement of the parties, approved and executed with the same formality as this Interlocal Agreement. Any amendment 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; Venue.** This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.
 10. **Effective Date 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. Unless renewed or terminated as provided in this Agreement, this Interlocal Agreement shall end when the Grant Agreement is completed or terminated.
 11. **Filing with Clerk of Circuit Court.** As required by Section 163.01(11), Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk of the Circuit Court for Manatee County.
 12. **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon

transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

COUNTY: Nicole Knapp, Emergency Management
Planning Manager
Public Safety Department, Manatee County
1112 Manatee Avenue West, Suite 902
Bradenton, Florida 34205
941.749.3500 (ext 7824)
nicole.knapp@mymanatee.org

DISTRICT: Eric Center, Fire Marshal
Cedar Hammock Fire Control District
5200 26th Street West
Bradenton, Florida 34207
(941) 727-2076
ecenter@chfr.org

Either party may, by written notice to the other party as provided above, change the address for any subsequent notice.

13. **Disputes.** Disputes arising under this Interlocal Agreement shall be resolved by good faith negotiations between the COUNTY Representative and the DISTRICT Representative. Any disputes that cannot be resolved by such negotiations after twenty-one (21) days shall be submitted to a three (3) member committee comprised of the following persons: (1) the County Administrator or the County Administrator's designee; (2) the Cedar Hammock Fire Chief or the Fire Chief's designee; and (3) the Manatee County Clerk of the Circuit Court or the Clerk's designee. The committee shall have the authority to review any records and conduct any hearings necessary for the purpose of resolving the dispute. The dispute resolution committee shall comply with applicable Florida Statutes, laws, rules and regulations relating to open meetings and public records. The decision of the committee regarding resolution of the dispute shall be final.
14. **Entire Agreement.** 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 herein set forth. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.

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

MANATEE COUNTY, FLORIDA
By: its Board of County Commissioners

By: _____

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

**CEDAR HAMMOCK FIRE CONTROL
DISTRICT**

By: *J. M. [Signature]*, Chief

Date: 12/2/19