

**MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND**

This Memorandum of Understanding ("MOU") is entered into by and between the Florida Division of Emergency Management ("FDEM") and _____ ("City/Municipality"), Florida, hereafter referred to collectively as "Parties."

WHEREAS, on September 23, 2024, the Governor issued Executive Order 24-208, as amended by Executive Order 24-209, declaring a state of emergency in sixty-one (61) counties ahead of Potential Tropical Cyclone Nine that would later become Hurricane Helene; and

WHEREAS, on October 4, 2024, the Governor issued Executive Order 24-214, as amended by Executive Order 24-215, declaring a state of emergency in fifty-one (51) counties ahead of Tropical Storm Milton, which would later become Hurricane Milton; and

WHEREAS, FDEM, in accordance with section 252.35(2)(g), Florida Statutes, and in accordance with the State's Comprehensive Emergency Management Plan is responsible for ascertaining the requirements of the state and its political subdivisions for emergency equipment, services, and supplies of all kinds; or entering into memoranda of agreements/understandings, or purchase orders, that will ensure their availability; and use and employ from time to time any of the property, services, and resources within the State in accordance with sections 252.31-252.90, Florida Statutes; and

WHEREAS, section 252.36(6), Florida Statutes, allows the Governor to suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of any state agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency, and allows for the utilization of all available resources of the state government and of each political subdivision of the state, as reasonably necessary to cope with the emergency, and provides for the transfer of direction, personnel, or functions of state departments and agencies or units thereof for the purpose of performing or facilitating emergency services; and

WHEREAS, Section 2 of Executive Orders 24-208 and 24-214 designated the FDEM Executive Director as the State Coordinating Officer for the duration of this Emergency and delegated to the State Coordinating Officer the authority to exercise those powers delineated in section 252.36(6)-(12), Florida Statutes; and

WHEREAS, on October 13, 2024, FDEM issued its Agency Emergency Order #24-014 to provide an expedited process for debris removal from the affected counties of the State of Florida; and

WHEREAS, in accordance with the mandate of the Executive Orders and the

FDEM Agency Order, the Parties now desire to enter into this binding MOU to establish their respective responsibilities during the ongoing debris cleanup operations.

NOW, THEREFORE, in consideration of the mutual covenants herein, Parties agree as follows:

- (1) FDEM will provide debris hauling services on behalf of the _____.
- (2) _____ will provide a defined scope of work, to be approved by FDEM, for use when procuring a vendor to provide debris hauling services.
- (3) FDEM will be responsible for costs incurred by the procured vendor in providing debris hauling services for the _____.
- (4) FDEM will be responsible for any damages caused by the procured vendor when performing the approved scope of work.
- (5) _____ will be responsible for monitoring FDEM's procured vendor during activities outlined in the approved scope of work and will be responsible for any costs associated with this monitoring.
- (6) _____ will provide FDEM access to any Automated Debris Management Service (ADMS) or other electronic systems used by their procured monitor, as well as access to all data collected by the ADMS as it relates to the work performed under this MOU.
- (7) _____ will provide FDEM with daily reporting of activities performed by their procured vendor.
- (8) _____ will be responsible for costs associated with the staging and final disposal of debris.
- (9) _____ will be responsible for collecting and submitting to FDEM all documentation necessary to substantiate incurred costs, including but not limited to: photos, load tickets, truck certs, permits, and any compliance documentation or form required by the Federal Emergency Management Agency (FEMA) and their Public Assistance Program and Policy Guide (PAPPG) and other relevant Public Assistance policies, guidance, and memoranda.
- (10) Should FEMA decline to reimburse FDEM for the above costs due to inadequate or improper monitoring by the _____, those costs will be passed on to the _____ and the _____ agrees to not claim any monies from FDEM.
- (11) Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees, contractors, representatives and/or agents.

Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

- (12) This MOU contains all the terms and conditions agreed upon by the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.
- (13) This MOU shall be governed by the laws of the State of Florida and the venue shall be Leon County, Florida.
- (14) This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU shall constitute one complete document.
- (15) Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.
- (16) All notices provided under or pursuant to this MOU shall be in writing, either by email, hand delivery, or first-class certified mail, return receipt requested, to the representatives identified below. Within 5 calendar days, each Party shall update the other Parties regarding changes to the contact information of the representatives below, as applicable.

FDEM:

Bureau of Recovery: Ashley Mitchell
Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-815-4461
Email: Ashley.Mitchell@em.myflorida.com

City/Municipality:

Telephone: _____

Email: _____

- (17) This MOU is effective upon its execution by both Parties and may be modified only in writing upon agreement by both Parties. This MOU shall expire on January 11, 2025, unless an extension is mutually agreed to in writing by the Parties.

Intentionally left blank.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below.

DIVISION:
Division of Emergency Management
By: Director or Designee

City/Municipality:

By: Mayor or Designee

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____