



Permit No. 22- _____

DISASTER DEBRIS REMOVAL AGREEMENT AND RIGHT OF ENTRY CONSENT FORM

Name of Community: _____

Mailing Address: _____

Property Location: _____

Name of Insurance Coverage(s) and Policy Number(s):

1. _____
2. _____
3. _____

WHEREAS, Bonita Springs Ordinance 18-03 authorizes the City of Bonita Springs (the “City”) to remove debris from private residential communities after a significant disaster when such debris is determined to be an immediate threat to the health, safety, and welfare of our residents; and

WHEREAS, the City has secured the necessary resources to remove disaster debris when deemed necessary; and

WHEREAS, it is the intent of both the City and the Community to maintain this Agreement in effect so that prompt action can be taken in the event of a natural disaster without further authorization; and

NOW THEREFORE, in the event of a natural disaster, the City and the Community agree that the following certifications and conditions shall apply:

1. **Authority.** By signing this Agreement, the signor certifies that he/she is an authorized agent or representative of the Community and has the authority and consent to bind the Community to this Agreement.

2. **Right of Entry.** The City of Bonita Springs, its agents, contractors, and subcontractors, are hereby granted, freely and without coercion, the right of access and entry to the Property for the purpose of demolishing, removing and clearing any and all debris generated by a disaster of whatever nature from the Property. This paragraph shall not be interpreted as creating an obligation upon the City to perform debris removal. The City's removal of disaster debris from private properties shall be in the City's sole discretion.

3. **Indemnification.** To the fullest extent permitted by law, the Community agrees to indemnify and hold harmless the United States Government, the Federal Emergency Management Agency (FEMA), the State of Florida, the City of Bonita Springs, and any agencies, agents, contractors, and subcontractors thereunder, from and against any claim, damages, losses, and expenses of any type whatsoever, including, but not limited to damage to the Property or injury to persons thereon, except for gross negligence by the City. The Community further agrees to release, discharge, and waive any action, either legal or equitable, that may arise by reason of any action of the entities named above while removing storm generated debris from the Property.

4. **Utilities.** The Community agrees to mark, to the extent feasible, any sewer lines, septic tanks, water lines and utilities on the property, and direct the residents or association members to avoid placement on or over these utilities.

5. **Duplication of Benefits.** As required by the Federal Stafford Act (42 U.S.C. 5155 et seq.), the Community agrees to promptly remit to the City any and all payments received by the Community from any insurance company, to the extent that the policy covers the costs of disaster debris removal, as reimbursement to the Federal government. The Community shall also promptly provide a copy of the Statement of Loss from the insurance company to the City. All funding related to disaster debris removal, including debris removal from private property, shall be subject to audit.

6. **Effective Date & Term.** This Agreement shall be effective as of the date of execution written below and shall remain in effect until December 31, 2022.

MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMUNITY.

Signature: _____

Witness 1

Print Name: _____

Print Name

Title: _____

Witness 2

Date: _____

Print Name