

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

**AND**

**INDIAN TRAIL IMPROVEMENT DISTRICT**

**EMERGENCY AID AND ASSISTANCE**

**MUTUAL AID AGREEMENT**

**RECITALS**

**WHEREAS**, the safety of the residents of the State of Florida is of the upmost importance to all levels of state and local government; and

**WHEREAS**, the Town of Loxahatchee Groves, Florida (Town), a municipality of the State of Florida, and Indian Trail Improvement District (District), an independent special district organized under the laws of the State of Florida, are public bodies authorized to enter into mutual aid agreements pursuant to Section 163.01, F.S.; and

**WHEREAS**, the Town and the District are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid to adequately respond to storm events and other declared emergencies pursuant to Section 252.38, F.S.; and

**WHEREAS**, the Town and the District have staff that are skilled and knowledgeable in the operation of heavy equipment and repair, and replacement of drainage facilities; and

**WHEREAS**, the Town and the District may from time to time have an incident occur where both the Town Manager and Executive Director are not physically on premise or in town during an incident. In such cases, each entity shall designate an individual to act in their absence. The designated individual of the respective entity shall have the same authority in this Mutual Aid Agreement ("Agreement") as the Town Manager or Executive Director; and

**WHEREAS**, the Town and the District seek to establish a mutual aid agreement for emergency aid and assistance in response to storm events and other declared emergencies.

**NOW, THEREFORE, THE TOWN AND THE DISTRICT AGREE AS FOLLOWS:**

1. The Town and the District agree to provide mutual aid, voluntary cooperation and assistance during and after storm events and other declared local and state emergencies to include, but not be limited to, the following:
  - a. Clearing debris from roads and canals for safe travel and flow of water;
  - b. Assisting with damage assessment;
  - c. Repairing washouts;
  - d. Repairing and replacing culverts;
  - e. Responding to calls to assist from Palm Beach County Emergency Management, Palm Beach County Fire Rescue and Palm Beach County Sheriff's Office.

2. Neither party shall be responsible to provide aid or assistance for the following:
  - a. In the adjustment, repair, or operation of the other party's pumps or drainage gates;  
or
  - b. In unsafe conditions (where wind gusts are 35 mph or higher), unless both parties agree otherwise.
3. In the event either party is in need of assistance as set forth herein, such party shall notify the other party. Notification may be verbal or written. Notification of a potential need is desirable prior to the storm event or impact of any designated emergency. Notice of the actual need for assistance shall be given to the other party, and must be agreed upon and coordinated with the other party prior to the assigning and deploying of work crews to the designated fields for the day. The designated individual of the entity providing assistance shall evaluate the situation and available resources and will respond in a manner he or she deems appropriate. Neither party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such assistance.
4. The designated individual of the requesting party may determine who is authorized to lend assistance within his or her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the situation dictates.
5. The personnel and equipment that are assigned by the assisting party shall be under the immediate command of a designated supervisor of the assisting party, who shall be under the direct supervision and command of the designated individual of the requesting party subject to the limitations set forth below in paragraph 7.
6. When providing assistance, the assisting party shall keep records related to the assistance provided in the manner required by FEMA and at the rates set by FEMA for emergency response reimbursement. The assisting party shall provide such records to the requesting party at the end of each day assistance is provided.
7. Whenever an employee is rendering assistance pursuant to this Agreement, the employee shall abide by and be subject to the rules and regulations, personnel policies, and standard operating procedures of his or her own employer. If any such rule, regulation, policy or procedure is contradicted, contravened or otherwise in conflict with direction from the designated individual of the party requesting assistance, then the respective employer's rule, regulation, policy or procedure shall control and shall supersede the direction, unless otherwise agreed to in writing by both parties.
8. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Town Manager or Executive Director of the requesting party shall be responsible for the documentation and investigation of said

complaint. If it is determined the accused is an employee of the assisting party, the documentation gathered shall be forwarded to the Manager of the assisting party.

9. Each party agrees to be responsible for the acts, omissions, or conduct of its employees while engaged in rendering assistance under this Agreement, subject to the limitations of Section 768.28, F.S.
10. If equipment is furnished by the assisting party, the assisting party will bear the cost of loss or damage to that equipment and pay any expense incurred in the operation and maintenance of that equipment unless it is proven to occur as direct negligence of the assisting party's operator.
11. The assisting party shall compensate its employees during the provision of assistance under this Agreement shall compensate its employees, including benefits including any amounts due or paid for compensation due to personal injury or death sustained by such employee while rendering assistance.
12. Nothing herein is intended to nor shall create an agency relationship between the parties.
13. Either party may terminate this Agreement upon fifteen (15) calendar days prior written notice to the other party. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.
14. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.
15. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
16. As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, each party shall have its consultants and contractors certify that they and their affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).
17. As provided in F.S. 287.135, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, each party shall have its consultants and contractors certify that they are not on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, that they do not have business operations in Cuba or Syria, and that they are not participating in a boycott of Israel.

18. By entering into this Agreement or performing any work in furtherance hereof, each party shall notify its consultants and contractors of the obligations to register with and use E-Verify pursuant to, and the consequences of violating, F.S. 448.095, as may be amended from time to time.
19. To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its offices, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor's negligence, acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.
20. A copy of this Agreement shall be filed by the Town with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

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**IN WITNESS WHEREOF**, the parties hereto cause these presents to be signed on the date specified.

TOWN:

DISTRICT:

\_\_\_\_\_  
Francine Ramaglia

Town Manager

Date: \_\_\_\_\_

\_\_\_\_\_  


Elizabeth Accomando

Board President

Date: 4-16-25



Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the Town Attorney