

TOWN OF LOXAHATCHEE GROVES, FLORIDA
AND
INDIAN TRAIL IMPROVEMENT DISTRICT
EMERGENCY AID AND ASSISTANCE
INTERLOCAL AGREEMENT

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 interlocal 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 is skilled and knowledgeable in the operation of heavy equipment and repair and replacement of drainage facilities; and

WHEREAS, the Town and the District desire to provide mutual aid, voluntary cooperation and assistance in 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 from Palm Beach County Fire Rescue.
2. Neither party shall be responsible for nor shall they provide aid or assistance as follows:
 - a. In the adjustment, repair, or operation of the other party's pumps or drainage gates;
 - b. In unsafe conditions (where wind gusts are 50mph or higher).
3. In the event that either party is in need of assistance as set forth herein, such party shall notify the other party. Notification may be verbal or in writing. Notification of a potential need is desirable prior to the storm event or impact of any other designated emergency. Notice of the actual need for assistance shall be coordinated with the other party prior to the employee crews receiving assignments and sent into the field for the day. The Manager 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 Manager 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 particular 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 Manager of the requesting party.
6. When providing assistance, the assisting party shall keep records related to the assistance provided in the manner required by FEMA for emergency response reimbursement and will 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 Manager of the party requesting assistance, then such rule, regulation, policy or procedure shall control and shall supersede the direction.
8. In the event of any storm event and other declared local and state emergency, the District agrees to unlock the access gate between the Town and the District located at 40th and 140th.
9. 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 Manager 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.
10. 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.
11. 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.

12. 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 pain for compensation due to personal injury or death sustained by such employee while rendering assistance.
13. Nothing herein is intended to nor shall create an agency relationship between the parties.
14. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
15. 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.
16. 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.
17. 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).
18. 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 Petroleum Energy Sector List, that they do not have business operations in Cuba or Syria, and that they are not participating in a boycott of Israel.
19. 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.
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.

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

TOWN:

DISTRICT:

Francine Ramaglia

Town Manager

Date: _____

Burgess Hanson

District Manager

Date: _____

Approved as to form and legal
sufficiency:

Approved as to form and legal
sufficiency:

Office of the Town Attorney

District Attorney