

INTERLOCAL AGREEMENT FOR DISASTER DEBRIS MANAGEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this ~~June~~^{27th} day of July, 2007, between the Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida (hereinafter "Authority") and the City of Delray Beach, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida (hereinafter "City"), each one constituting a public agency as defined in Part 1 of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Palm Beach County has adopted a Debris Management Plan (hereinafter "Plan") and pursuant to the Plan, the Authority is responsible for coordinating the permanent removal, storage, burning and disposal of all debris deposited along or immediately adjacent to public rights-of-way in the unincorporated areas of the County; and

WHEREAS, the City is responsible for coordinating the permanent removal, storage, burning and disposal of all debris deposited along or immediately adjacent to public rights-of-way in the City; and

WHEREAS, the City and the Authority have determined that it is in the best interest of the citizens of Palm Beach County to cooperate in the management of disaster debris and securing reimbursement for eligible debris management costs from the Federal Government, the State of Florida and any other agencies providing cost reimbursement.

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1.

The above recitals are true and correct.

Section 2. Purpose

The purpose of this Agreement is to provide for and establish the framework under which the City and the Authority shall coordinate the management of disaster debris as well as the payment and subsequent reimbursement of costs associated with debris management in Palm Beach County.

Section 3. Definitions

“Act” means Part I of Chapter 163.01, Florida Statutes.

“Agreement” means the Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

“County” means Palm Beach County, a political subdivision of the State of Florida

“Debris Management Plan” means the most current Palm Beach County Debris Management Plan.

“FEMA” means the Federal Emergency Management Agency, or any successor agency performing a like function.

“FHWA” means the Federal Highway Administration, or any successor agency performing a like function.

“Reimbursing Agencies” mean FEMA, FHWA, the State of Florida and any other agency or unit of government providing funds for the reimbursement of debris management expenses.

“Storm Debris, Disaster Debris or Debris” means a variety of debris that includes but is not limited to such things as trees and other vegetative organic matter, building/construction material, appliances, personal property, mud, sand and sediment.

“Eligible Storm Debris” means storm debris that qualifies for reimbursement by the Reimbursing Agencies.

“Ineligible Storm Debris” means storm debris that does not qualify for reimbursement by the Reimbursing Agencies.

Section 4. Effective Date

The effective date of this Agreement is June 1, 2007 and shall continue until otherwise amended from time to time and or terminated by either party in accordance with Section 9.

Section 5. City Responsibilities

5.01 Appointment of Operations and Finance Coordinators.

The City shall annually designate coordinators to work closely with the Authority on the operational matters related to debris collection and processing, and the coordination and management of the submittal of costs and invoices to the Reimbursing Agencies for Storm Debris management costs. Such persons shall have, or shall have subordinates that have, the required knowledge of debris collection operations and Reimbursing Agencies requirements. The

coordinator(s) or his/her designee shall work with Authority staff and attend meetings with Reimbursing Agencies representatives and others regarding Storm Debris management.

The City's coordinator shall attend all pre-season and pre-storm meetings conducted by the Authority during which all parties will have the opportunity to fully review the Plan including any changes that may have occurred with regard to eligibility and reimbursement rules and procedures. Attendance, while mandatory, may be accomplished by conference call, if necessary.

5.02 Collection of Debris.

The City shall be responsible for the collection of Storm Debris within its jurisdiction and delivering that debris to Authority debris management sites. The City shall be responsible for monitoring collections and documenting collection activities of Storm Debris on a level sufficient to meet the requirements of the Reimbursing Agencies. This shall include having collection vehicles measured and documented by the SWA or its designee and properly completing load tickets provided by the Authority or approved by the Authority. If the City uses load tickets provided by the Authority, the City shall pay the cost of printing those load tickets.

5.03 Submittal of Collection Costs for Reimbursement.

The City shall be responsible for preparing documentation regarding its costs incurred to pick-up and deliver Disaster Debris to debris management sites in the required form prescribed by the Reimbursing Agencies and submit those costs to FEMA and associated State agencies for reimbursement.

5.04 Payment of Un-reimbursed Disposal Costs.

The City shall be responsible for any un-reimbursed costs associated with both Eligible and Ineligible Storm Debris collected by the City, delivered to the Authority and disposed of as

documented by the Authority. This responsibility shall include site monitoring, management and restoration costs, and costs associated with any borrowing required to fund debris management activities, on a pro-rata basis, based on the quantities of debris delivered. The City shall pay these amounts and remit them to the Authority within five (5) business days of receipt of invoice.

5.05 Reimbursement Monitoring and Tracking.

The City shall assist and coordinate with the Authority the tracking and monitoring of all Storm Debris requests for reimbursement so that expedient payments can be made.

Section 6. Authority Responsibilities.

6.01 Appointment of Operations and Finance Coordinators.

The Authority shall annually designate coordinators to work closely with the City on the operational matters related to debris collection and processing, and the coordination and management of the submittal of costs and invoices to the Reimbursing Agencies for Storm Debris management costs. Such persons shall have, or shall have subordinates that have, the required knowledge of debris collection operations and Reimbursing Agencies requirements. The coordinator(s) or his/her designee shall work with City staff and attend meetings with the Reimbursing Agencies representatives and others regarding Storm Debris management. The Authority's coordinator shall attend all pre-season and pre-storm meetings conducted by the Authority during which all parties will have the opportunity to fully review the Plan including any changes that may have occurred with regard to eligibility and reimbursement rules and procedures.

6.02 Operation of Debris Management Sites.

The Authority shall be responsible for staffing, managing and operating debris management sites it establishes throughout the County for the purpose of storing, processing and

disposing of Disaster Debris. The Authority shall operate and monitor these debris management sites consistent with Reimbursing Agencies guidelines. The Authority shall provide facilities to measure and placard City collection vehicles. The Authority shall use its best efforts to open one or more debris sites within 72 hours after an “all clear” is issued for a hurricane or other disaster.

6.03 Submittal of Costs for Reimbursement.

The Authority shall prepare and submit documentation regarding its costs incurred to pick-up, haul, manage, and dispose of storm debris in the required form prescribed by the Reimbursing Agencies and submit those costs to them for reimbursement. Such costs may include the cost of processing and disposal of Storm Debris delivered to the Authority’s Storm Debris sites by the City. The timeframe for submittal of cost documentation from the Authority to the County and subsequent submittal to the Reimbursing Agencies shall be as mutually agreed by the County, the Authority and the Reimbursing Agencies, as appropriate.

6.04 Un-reimbursed City Disposal Costs.

If the Authority is advancing the payment of any costs incurred on behalf of the City the Authority may invoice the City for that portion of the costs it reasonably believes will not be reimbursed by the Reimbursing Agencies. Any such invoice will be due and payable within 60 days of receipt by the City. Upon receipt of all reimbursements the Authority will either remit payment to or invoice the City for the difference.

Section 7. Access and Audits

The Authority and the City shall create adequate records to justify all charges, expenses, and costs for Storm Debris management and to maintain those records after completion of the audits by the Reimbursing Agencies for the time period as may be specified by law or regulation.

The City and the Authority shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

Section 8. Breach/Opportunity to Cure

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

Section 9. Termination

This Agreement may be terminated by either party to this Agreement upon thirty (30) days written notice to the other party.

Section 10. Enforcement Costs

Any costs or expenses associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

Section 11. Notice

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

City:

City Manager of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444

Authority:

Mark Hammond, Executive Director
Solid Waste Authority of Palm Beach County
7501 N. Jog Road
West Palm Beach, FL 33412

Section 12. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or City officers.

Section 13. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 14. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Section 15. Indemnification

Each party shall be liable for its own actions and negligence and, to the extent permitted under Florida law, the City shall indemnify, defend and hold harmless the Authority against any actions, claims or damages arising out of the City's negligence in connection with this Agreement, and the Authority shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of the Authority's negligence in connection with this Agreement. However, nothing in this paragraph shall be interpreted as a waiver of the Authority's or the City's sovereign immunity. Both parties shall be responsible to hold harmless or indemnify the other party only within and up to the statutory limits set forth in Florida Statutes 768.28, notwithstanding any case law to the contrary.

Section 16. Amendments

This Agreement may not be amended except by written instrument signed by both parties hereto.

Section 17. Remedies

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 18. Time of the Essence

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 19. Equal Opportunity Provision

The City and the Authority agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 20. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 21. Severability

In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

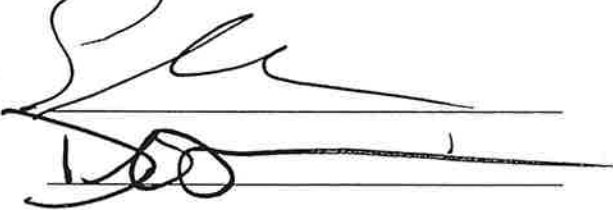
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Section 22. Entirety of Agreement

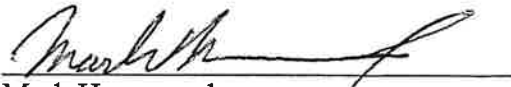
This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written:

WITNESSES:




**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**



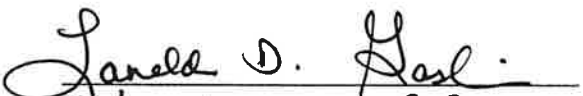
Mark Hammond
Executive Director


**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: 


Maureen Cullen, Esq.
Solid Waste Authority

WITNESSES:





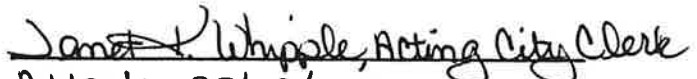
CITY OF DELRAY BEACH

By: 

Rita Ellis, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: 


Attest: 07/12/2007