

**INTERLOCAL AGREEMENT
BETWEEN
GADSDEN COUNTY AND TOWN OF HAVANA**

This Interlocal Agreement ("Agreement") is hereby made and entered into this 12th day of October, 2018, by and between Gadsden County, a political subdivision of the State of Florida (hereinafter called "County"), and the Town of Havana, a municipal corporation in the State of Florida (hereinafter called "Town"). County and Town may each individually be referred to as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, the parties are aware that the State of Florida was impacted by Hurricane Michael on or about October 10, 2018, which Town and County desire to provide disaster debris removal related to Hurricane Michael; and

WHEREAS, the County entered into a contract for Disaster Debris Removal Services with D&J Enterprises, Inc. (hereinafter call "Contractor"); and

WHEREAS, the Florida Legislature found that safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units 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 in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County does consent to the Town utilizing Contractor for purposes of disaster debris removal related to Hurricane Michael within the municipal limits of Town; and

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the Town and County agree to the following terms:

Section 1. Recitals

Town and County agree that the foregoing recitals are true and correct and are incorporated herein by this reference in *haec verba*.

Section 2. Purpose

The purpose of the Agreement is for County and Town to coordinate its mutual efforts to obtain State and Federal reimbursement, to include FEMA reimbursement, for all of Contractors costs for disaster debris removal related to Hurricane Michael.

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The Parties agree they will directly coordinate with Contractor for the provision of resources from Contractor pertaining to the Party's debris removal from Hurricane Michael.

Section 3. County Obligations

The County agrees to assume responsibility for the disaster debris removal related to Hurricane Michael within the corporate boundaries of Town. The County further agrees to assume responsibility for the payment to Contractor for the disaster debris removal related to Hurricane Michael within the corporate boundaries of Town. The County also agrees to produce necessary documentation to state and federal agencies for reimbursement of storm debris removal and disposal services performed within the corporate boundaries of the Town and to produce to the Town necessary documentation showing the Town's share of any debris monitoring, removal, reduction, handling, and disposal costs not reimbursed by state or federal agencies. The County will pursue the undertaking in accordance with all applicable Federal, State and local laws and regulations.

Section 4. Town Obligations

The Town agrees to reimburse the County for the Town's local share for the portion of the disaster debris removal related to Hurricane Michael not reimbursed by state or federal agencies. The Town further agrees to hold the County, its representatives, and contractors, harmless for unavoidable wear and tear associated with debris removal operations. The Town will pursue the undertaking in accordance with all applicable Federal, State and local laws and regulations.

Section 5. Indemnification

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the Parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; 1) a waiver of any right, defense or immunity that the Parties have under Section 768.28, Florida Statutes, or any other statute, 2) an agreement by either Party hereto indemnify the other; or 3) consent by either Party to be sued by third parties. Each Party covenants to maintain sufficient general liability and worker's compensation coverage, unless self-insured, regardless of its respective liability, throughout the term of this Agreement.

Section 6. Modifications

This Agreement may be modified or amended only by mutual written consent of the Parties.

Section 7. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

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Section 8. Notices

All notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid or a nationally recognized overnight carrier, addresses as follows:

If to the County: _____

If to the Town: Town of Havana

P. O. Box 1068

Havana, Florida 32333-1068

Section 9. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

Section 10. Waiver and Delay

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of the Agreement at such time or will be deemed a waiver of such provision at any other time.

Section 11. Assignment, Binding Agreement

Neither Party shall assign this Agreement or any interest herein without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 12. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to the Agreement is subject to the laws of Florida, venue in Gadsden County, Florida.

Section 13. Execution, Term, and Termination

The term of this agreement shall commence on the date of County execution and shall remain in effect until the conclusion of the removal of disaster debris removal related to Hurricane Michael, or sooner replaced by a substitute agreement or otherwise terminated in accordance with this paragraph. This agreement may be terminated with or without cause by either party to the Agreement by providing at least one hundred eighty (180) days prior written notice to the other party.

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Section 14. Dispute Resolution

As a condition precedent to a Party bringing any suit for breach of the Agreement, that Party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties. The existence of a dispute shall not excuse the Parties from performance pursuant to the Agreement. This remedy is supplemental to any other remedies available at law.

Section 15. Force Majeure

No Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, right or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed force majeure.

Section 16. Survival

Provisions contained in this Agreement that, by their sense and context, are intended to survive the expiration or termination of this Agreement, shall so survive.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement, effective the 12th day of October 2018.



Signature

Dee Jackson

Name

Intercin County Administrator

Title

10/24/2018

Date



Signature

Vernell Ross

Name

Mayor

Title

October 23, 2018

Date