

## HURRICANE/DISASTER DEBRIS REMOVAL AND DISPOSAL INTERLOCAL AGREEMENT

This Agreement, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, is by and between the City of Fort Lauderdale (“**CITY**”) and Town of Lauderdale-By-The-Sea (“**TOWN**”) (collectively, the “**Parties**”), both municipal corporations organized and existing pursuant to the laws of the State of Florida.

### RECITALS

#### WHEREAS,

- A. In 2017, Hurricane Irma hit South Florida, creating massive amounts of hurricane debris in the Town.
- B. There were fuel shortages throughout Florida due to evacuations, return of evacuees, widespread use of generators, hurricane preparation, and ongoing rescue and recovery efforts.
- C. The **TOWN** is a small barrier island community of approximately 6000 residents, which has limited resources for hurricane and disaster recovery, while the **CITY** is the County seat and is a larger city with greater resources for hurricane and disaster recovery.
- D. The Florida Interlocal Cooperation Act of 1969 (Section 163.01, Fla. Stat.) authorizes municipalities 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. Section 163.01(4) allows a municipality to exercise jointly with another municipality “any power, privilege, or authority which such agencies share in common and which each might exercise separately” by entering into an Interlocal Agreement (“**Agreement**”).
- E. The **TOWN** and **CITY** have agreed that resources can be used most efficiently and effectively, and fuel can be conserved if the **TOWN** sends its hurricane or other disaster-related debris (“**Debris**”) to the City of Fort Lauderdale for storage, processing, and transportation of processed debris, and disposal along with the **CITY**’s own debris. Thus, through this Agreement, the **TOWN** desires to contract with the **CITY** for the **CITY** to store, process, and transport processed debris, and to dispose of debris collected within the **TOWN**. The **CITY** reserves the right to establish Debris Management Sites (“**DMS**”) at its sole discretion and will communicate such intent to **TOWN** within 72 hours of activation of any DMS available to **TOWN**.
- F. The **CITY** reserves the right to extend the use of Citizen drop off locations if established at DMS to **TOWN** and determines the rights and privileges at its sole

discretion. **TOWN** may accept or decline the use of **CITY** Citizen drop off locations at its sole discretion.

- G. The **CITY** reserves the right to determine which of its DMS will be made available to the **TOWN** and may refuse or direct volumes to multiple DMS at its sole discretion to manage the volume and type of debris generated and received. Further, the **CITY** reserves the right to prioritize volumes accepted and types of materials accepted for processing and disposal to ensure service delivery to its residents.
- H. It is the intent of the parties that the **TOWN** shall be responsible for the costs of collection and transportation of debris from the **TOWN** to the **CITY** and remain eligible to seek reimbursement of these costs from any potential source.
- I. It is the further intent of the parties that the **CITY** will then take ownership of the debris from the **TOWN**, and be responsible for the further storage, processing, transportation, and disposal of the debris at the **TOWN's** expense.
- J. The **CITY** will not accept animal carcasses, hazardous waste, motor vehicles or marine vessels at **CITY** DMS locations from **TOWN** contractors and reserves the right to refuse any loads from the **TOWN** containing these or other unacceptable debris. Any loads delivered by the **TOWN's** contractors that are found to be unacceptable will be rejected and any costs for removal, remediation or final disposal or disposition shall be borne by the **TOWN**.
- K. The **CITY** and the **TOWN** each warrant that they will approve, execute and ratify this Agreement as may be required by their respective laws.
- L. It is the intent of the **CITY** and **TOWN** that this Agreement will apply to future hurricanes or disasters.

**NOW THEREFORE**, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

- 1. Pursuant to this Agreement, the **TOWN** shall:
  - a. Coordinate, in consultation with the **CITY**, debris transportation, storage, processing, and disposal following any hurricane or disaster pursuant to the terms and conditions of the **TOWN's** contracts with **TOWN** contractors and consultants.
  - b. Identify personnel to coordinate with **CITY** cleanup activity related to **TOWN** debris, whether within the **TOWN's** jurisdiction or elsewhere.
  - c. Use the **TOWN's** contracts currently approved for debris collection and monitoring by the **TOWN** to provide **TOWN** debris to the **CITY**.
  - d. **TOWN** will reimburse the **CITY** for the storage, transportation, processing, disposal, and monitoring of debris collected in or from the **TOWN** within forty-five (45) days following **CITY's** invoice or within forty-five (45) days following the **TOWN's** receipt of an invoice from the **CITY**, whichever is earlier. Invoices shall be submitted with appropriate supporting documentation sufficient for the Town to seek reimbursement from all available sources.

- e. Cooperate in good faith with the **CITY** and **CITY** contractors in the disaster recovery and cleanup process. Respond in good faith to specific requests for assistance from the **CITY**.
  - f. Maintain **TOWN** contracts in good standing unless cancelled pursuant to the terms and conditions of the contracts, and, in the event that the contracts are terminated or modified, immediately notify the **CITY** of such termination or modification.
2. Pursuant to this Agreement, the **CITY** shall:
    - a. Coordinate, in consultation with the **TOWN**, debris storage, processing and disposal activities pursuant to the terms and conditions of the **CITY's** contracts with **CITY** contractors and consultants.
    - b. Identify personnel to coordinate with **TOWN** cleanup activity related to **TOWN** debris, whether within the **TOWN's** jurisdiction or elsewhere.
    - c. Use the contracts currently approved for debris storage, processing, disposal, and monitoring by the **CITY** to manage **TOWN** debris provided to the **CITY**.
    - d. Maintain the **CITY's** contracts in good standing unless cancelled pursuant to the terms and conditions of the contracts, and, in the event that the **CITY's** contracts are terminated or modified, immediately notify the **TOWN** of such termination or modification.
  3. This Agreement shall be in effect as of the date of execution and shall continue until terminated as provided in Section 4.
  4. This Agreement may be terminated in whole or in part in writing by either party, provided that no termination may be effected unless the other party is given not less than thirty (30) days prior written notice of intent to terminate.
  5. This Agreement may be modified only by the prior written approval of both parties.
  6. Any notice from either party to the other party shall be in writing and shall be by certified U.S. mail, return receipt requested, or by overnight courier or by hand delivery.

Notice to the **CITY** shall be addressed as follows:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

Notice to the **TOWN** shall be addressed as follows:

Town Manager  
Town of Lauderdale-By-The-Sea  
4501 N. Ocean Drive  
Lauderdale-By-The-Sea, FL 33308

7. The parties shall defend, counsel being subject to the approval of the party seeking indemnification, indemnify and hold each other and their officers, employees, volunteers, and agents, harmless from and against any and all losses, penalties, fines, damages, settlements, judgments, regulatory orders, regulatory consent orders, claims, costs, charges, expenses, or liabilities of any kind, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the other Party or by any officer, employee, agent, invitee, contractor, or subcontractor of the other Party in relation to this Agreement, and in connection with or arising out of any and all amounts owed the **CITY's** contractors or consultants for work performed that is attributable to the debris stored, processed, transported, disposed of, or monitored on behalf of the **TOWN** pursuant to this Agreement or otherwise attributable to the **TOWN**.

8. If any provision of this Agreement is held by a court of competent jurisdiction to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provision.

9. This Agreement contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

10. This Agreement is governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

11. The effectiveness of this Agreement is conditioned on the **TOWN's** filing this Agreement, at the **TOWN's** expense, with the Clerk of Circuit Court of Broward County, Florida, in accordance with Section 163.01, Florida Statutes (2018).

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first written above.

**TOWN OF LAUDERDALE-BY-THE-SEA**

ATTEST:

---

Tedra Allen, City Clerk

---

Chris Vincent, Mayor

---

William Vance, City Manager

Approved as to form and sufficiency:

By: \_\_\_\_\_  
Susan Trevarthen, City Attorney

**CITY OF FORT LAUDERDALE**

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

Approved as to form:

By: \_\_\_\_\_  
Rhonda Montoya Hasan  
Assistant City Attorney