

**INTERLOCAL AGREEMENT CREATING THE
NORTH CENTRAL FLORIDA REGIONAL
HAZARDOUS MATERIALS RESPONSE TEAM**

THIS AGREEMENT, made and entered into this _____ day of _____, 1999, pursuant to the authority of Section 163.01, Florida Statutes, by and between the cities of Gainesville, Starke, and Lake City and the counties of Alachua, Bradford, Columbia, Gilchrist and Union.

WITNESSETH:

WHEREAS, the parties to this Agreement maintain fire-rescue departments and equipment, hazardous materials response equipment and trained technical personnel, and other emergency response capabilities;

WHEREAS, the North Central Florida Local Emergency Planning Committee (LEPC) is given the mandate to increase public safety regarding hazardous materials by the Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986 enacted by the Congress, the Florida State Emergency Response Commission (SERC), and Florida Statutes Chapter 252, and

WHEREAS, in response to this mandate the parties hereto desire to make the most efficient use of their resources and powers by cooperating to mutual advantage in protecting the lives of residents within their respective jurisdictions;

WHEREAS, Section 163.01(4) of the Florida Statutes provides "a public agency of the State of Florida may exercise jointly with another public agency of the State, or any other State or of the United States Government any power, privilege or authority which such agencies share in common and which each might exercise separately."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits to accrue and agreements herein contained and set forth, the parties signatory hereto do hereby establish the "North Central Florida Regional Hazardous Materials Response Team," (Team), a separate legal entity, and do further agree as follows:

1. Definitions:

a. Cost(s) shall mean and include, but is not limited to:

1. All costs incurred for response, containment and/or removal and disposal of hazardous materials or remedial action.
2. Damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury, destruction, or loss resulting from a hazardous material incident.
3. Costs of any health assessment or health effects study carried out as a necessity resulting from a hazardous materials incident.
4. Labor, including benefits, overtime and administrative overhead, exclusive of normal departmental operations.
5. The cost of operating, leasing, maintaining, repairing, and replacement where necessary of any equipment.
6. Contract labor and equipment.
7. Materials, including but not limited to, absorbents, foam, disperants, overpack drums, or containers.
8. Supervision and verification of clean-up and abatement.
9. Legal and professional costs.

10. Labor and equipment obtained directly by the Team, their agencies or agents, and other agencies.

- b. Hazardous Material shall mean any substance or material or waste in any form or quantity which poses an unreasonable risk to safety, health, or property.
- c. Hazardous Substance shall mean any material which when discharged may be harmful to the public health or welfare, including, but not limited to, fish, shellfish, wildlife, and public or private property, shorelines and beaches.
- d. Hazardous Material Incident shall mean actual or threatened release of hazardous substances, waste or materials that pose an immediate threat to the health, safety or welfare of the population, including hazardous waste.

2. Purpose: The purpose of this Agreement is to protect the citizens of the region by establishing a hazardous materials regional response team which will respond, on request, to hazardous materials incidents which occur within the incorporated and unincorporated areas of the five-county area. Nothing in this Agreement prohibits the parties of this Agreement from entering into similar, but separate agreements with other local governments within or outside the five-county area, nor does it prohibit the expansion of the Team service area to include adjacent local governments by amendment of this Agreement.

3. Effective Date, Duration, Termination, and Withdrawal:

a. All parties who enter into this Agreement by resolution shall be members of the Team. Officers shall be elected and bylaws adopted and the Team shall be deemed to be in effect at that time. The organizational meeting shall be convened by the Chairman of the North Central Florida Regional Planning Council (Council) as established under Chapters 163 and 186, Florida

Statutes, and notice of the time and place thereof shall be given the chief elected official of the local governments signatory hereto in writing by regular mail postmarked at least ten (10) days prior to the date set for said organizational meeting.

b. This Agreement shall be effective for an initial term of one (1) year from the effective date hereof, and shall continue thereafter from year to year without the necessity of a formal renewal by any party hereto, unless terminated as hereinafter provided.

c. Amendments to this Agreement shall be made effective by an affirmative vote of not less than four-fifths (4/5) of the governing bodies of the parties to this Agreement.

d. Any party hereto may withdraw its membership by resolution duly adopted by its governing body, and upon giving one hundred and eighty (180) days written notice of withdrawal to the chairman of the governing body of each other principal member unit. Any monetary or non-monetary contractual obligations of the withdrawing member shall continue, at the same level in accordance with the most recent version of this agreement that was approved by the withdrawing member, until such obligations have been satisfactorily terminated.

e. In the event there is a complete termination of this Agreement which would involve the disposition of any unexpended or unobligated funds, such funds shall be returned on an appropriate proportional basis to the contributing parties within ninety (90) days of notice of termination; however, funds which are being used as a matching contribution to any federal, state, local governmental or private agency grants shall be firm. The project shall be completed and the required reports and accounting shall be completed.

f. This Agreement may be terminated at any time by resolution duly adopted by the governing body of each and every party to this Agreement.

4. Membership, Representation, and Voting: Each party to this Agreement shall be allotted two representatives to sit on the Team's policy board (Board). Each representative to the Board shall have one vote on matters considered by the Board. The North Central Florida Local Emergency Planning Committee (LEPC) shall be allotted one representative to sit on the Team's policy board who shall have one vote on matters considered by the Board.

5. Terms of Representatives and Representation Composition: Each party to this Agreement shall appoint two currently active emergency management or response senior staff officials to serve on the policy board of the Team. The LEPC shall appoint one of its members to serve on the policy board of the Team. Terms of the Board representatives shall be as determined by the appointing entity. All parties to this Agreement and the LEPC shall notify the Team in writing at the time of initial appointments and at such times as such determinations are amended. If the appointed representative leaves the employment of the local government being represented, then his/her appointment to the policy board of the Team is also terminated as of that date.

6. Finances:

a. On or before June 1 of each year, the Team shall adopt a budget for the fiscal year beginning October 1. The fiscal year shall commence the first day of October and end on the last day of September in the following calendar year.

b. There shall be no annual or one-time fees charged to members unless members later agree to contribute funds in general support of the Team or for a specific Team project. No member shall forego its membership by not agreeing to contribute funds in support of a specific project.

c. The Team shall enter into a contract with the North Central Florida Regional Planning Council (Council) who, on behalf of the Team, shall be the administrative entity and shall have the right to receive and accept in furtherance of Team's functions, funds, grants, and services from federal, state and local governments or their agencies and from private and community sources, and to expend therefrom such sums of money as shall be deemed necessary from time to time for the attainment of its objectives. The Council will establish a fund account within its financial records for the purpose of tracking revenues and expenditures made by the Team. Such records shall be kept in the same manner as all other transactions of the Council and shall be included in the annual audit of Council activities. These funds may be co-mingled with other funds of the Council and are not required to be maintained in a separate bank account.

d. Each party to this agreement in whose jurisdiction the incident occurs is responsible for the following:

- 1) Tabulating the itemized expenses of the Team members.
- 2) Seeking reimbursement from potentially responsible parties under the cost recovery ordinance.
- 3) Upon failure of the potentially responsibly parties to reimburse the local government, seeking reimbursement from the U.S. EPA Local Governments Reimbursement Program under 40 CFR 310.
- 4) Reimburse the funds collected to the members of the Team.

e. If a cost recovery ordinance is not adopted, then the local government will be required to pay for all expenses from a regional response. However, if after making a good faith effort the local jurisdiction is unable to collect from the potentially responsible party under the

cost recovery ordinance or the U.S. EPA Local Governments Reimbursement Program, then the local government will not be liable to reimburse Team members.

f. It is the responsibility of the participating local government to establish a process for requesting the activation and services of the Team.

7. Powers: The Team shall have all powers granted by law, including but not limited to the powers granted by Chapter 163.01 of the Florida Statutes as now existing or as, from time to time, amended; and furthermore, shall have the specific powers:

a. To adopt rules of procedure and bylaws, to regulate its affairs and conduct business, including the ability to establish minimum requirements for attendance at Team meetings by member representatives.

b. To hold public hearings and sponsor public forums whenever deemed necessary or useful in the execution of the functions of the Team.

c. To participate with other governmental agencies, educational institutions, and private organizations in the coordination or conduct of its activities.

8. Limitations:

a. Persons employed by any member shall not in connection with this Agreement or in the performance of services and functions pursuant hereto claim any right to pension, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise except through and against the entity by which they are regularly employed.

b. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the act, omissions, and negligence of the other members.

Further, nothing herein shall be construed as a waiver of sovereign immunity, pursuant to Florida Statutes, Section 768.28.

c. All the privileges and immunities from liability, exemptions from law, ordinance and rules and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of the officers or employees of any member when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties extraterritorially pursuant to this Agreement. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the member employing such personnel and owning such equipment.

d. The cost of gasoline and other normal supplies used in support of the regional response team for specific training or in response to an actual event shall be the responsibility of the party using such supplies, except that in the case of an actual event certain expendable supplies such as foam or other specialty products will be replaced by the member in whose jurisdiction the event occurs.

9. It is expressly understood that the terms and conditions of this Agreement shall be effective between and among all members of the Team.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

CLERK

BY _____
CHAIRMAN

CITY COMMISSION OF GAINESVILLE,
ALACHUA COUNTY, FLORIDA

CLERK

BY _____
MAYOR

BOARD OF COUNTY COMMISSIONERS
OF BRADFORD COUNTY, FLORIDA

CLERK

BY _____
CHAIRMAN

CITY COMMISSION OF STARKE,
BRADFORD COUNTY, FLORIDA

CLERK

BY _____
MAYOR

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

CLERK

BY _____
CHAIRMAN

CITY COUNCIL OF LAKE CITY,
COLUMBIA COUNTY, FLORIDA

CLERK

BY _____
MAYOR

BOARD OF COUNTY COMMISSIONERS
OF GILCHRIST COUNTY, FLORIDA

CLERK

BY _____
CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, FLORIDA

CLERK

BY _____
CHAIRMAN