

RESOLUTION 17-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL COUNTY WATER CONTROL DISTRICT AUTHORIZING THE CHAIRPERSON OF THE BOARD OF SUPERVISORS TO SIGN THE INTERLOCAL AGREEMENT FOR DEBRIS REMOVAL BETWEEN HENDRY COUNTY AND CENTRAL COUNTY WATER CONTROL DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Central County Water Control District is a Florida water control district operating and organized under Chapter 298, Florida Statutes, and Chapter 70-702, Laws of Florida, as amended; and

WHEREAS, the Central County Water Control District is under a State of Emergency (Resolution No. 17-2) and exigent circumstances to initiate recovery services, including debris removal;

WHEREAS, the Central County Water Control District desires to facilitate debris removal throughout the areas encompassing Central County Water Control District;

WHEREAS, the Central County Water Control District has determined that solicitation of competitive bids for debris removal is impracticable due to the present State of Emergency and under Chapter 252, Florida Statutes, desires to authorize the Chairperson of the Board of Supervisors to sign an interlocal agreement for debris removal between Hendry County, Florida and the Central County Water Control District;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Central County Water Control District as follows:

Section 1. The Board of Supervisors of the Central County Water Control District hereby grants authority to the Chairperson of the Board of Supervisors to sign the Interlocal Agreement For Debris Removal, dated October 10, 2017, between Hendry County, Florida and

the Central County Water Control District, a copy of which is attached hereto and incorporated herein.

Section 2. This Resolution shall take effect upon adoption.

PASSED AND APPROVED by the Board of Supervisors of the Central County Water Control District this 25th day of October 2017.

**BOARD OF SUPERVISORS
CENTRAL COUNTY WATER CONTROL DISTRICT**



By: BRUNO NARANJO, Chairperson

ATTEST:



By: CAROLYN HESTER, District Manager

APPROVED AS TO LEGAL SUFFICIENCY AND FORM:



By: JOHN J. FUMERO, District Attorney

INTERLOCAL AGREEMENT FOR DEBRIS REMOVAL
[Central County Water Control District]

THIS INTERLOCAL AGREEMENT FOR DEBRIS REMOVAL (this Interlocal Agreement) is made and entered into as of the 10th day of October 2017, by and between Hendry County, a political subdivision of the State of Florida (the County), and the Central County Water Control District, a special district organized and existing under the laws of the State of Florida (the District).

Recitals

WHEREAS, Hurricane Irma and its remnants (the Storm) produced high winds and heavy rains within the County, including the District, causing extensive storm related debris; and,

WHEREAS, the storm related debris caused by the Storm within the County and the District must be collected, reduced and disposed of as expeditiously as possible in the interest of the health, safety and welfare of their residents; and,

WHEREAS, the volume of the storm debris caused by the Storm within the County and the District is substantially greater than can be accommodated by the yard trash collection services regularly operating within the County; and,

WHEREAS, the County has heretofore entered into a Contract for Disaster Debris Removal and Disposal Services with AshBritt, Inc. dated as of October 14, 2014, and designated by the County as Agreement/Contract No. 2014-14 (the AshBritt Contract); and,

WHEREAS, under the terms of the AshBritt Contract, AshBritt is providing debris removal services within Hendry County (the debris removal services); and,

WHEREAS, the County has heretofore entered into a Contract for Emergency Debris Monitoring Services with Thompson Consulting Services, LLC dated as of October 31, 2014, and designated by the County as Agreement/Contract No. 2014-15 (the Consultant Contract); and

WHEREAS, under the terms of the Consultant Contract, the Consultant is providing technical disaster recovery assistance, which focuses on assistance in obtaining federal and state reimbursement for the cost of AshBritt's debris removal services within Hendry County (the recovery assistance services); and,

WHEREAS, it is the understanding of the parties that reimbursement for not less than 75% of the cost of the debris removal services and recovery assistance services is available from the Federal Emergency Management Agency (FEMA), leaving the remainder as the local government's responsibility; and,

WHEREAS, the District desires to have AshBritt and the Consultant provide debris removal and recovery assistance services within the District under and through the AshBritt Contract and the Consultant Contract; and,

WHEREAS, the County is willing to direct AshBritt and the Consultant to provide the services within the District under the terms and conditions set forth in this Interlocal Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, including the sum of ten dollars in hand paid, the receipt of which is hereby acknowledged and objections to the sufficiency and adequacy of which are hereby waived, the County and the District hereby agree as follows:

1. For purposes of this Interlocal Agreement the term "Act" shall mean Section 163.01, Florida Statutes, commonly known as the Florida Interlocal Cooperation Act of 1969.

2. This Interlocal Agreement is entered into pursuant to the provisions of the Act, and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to the following specific provisions:

(a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement.

(b) This Interlocal Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Interlocal Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

(c) As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County. Upon such filing, this Interlocal Agreement shall be deemed to have taken effect as of the date first above-written.

3. The County shall give notice to AshBritt and the Consultant to undertake and complete the services provided under their respective contracts throughout the District. The County shall pay directly to AshBritt and the Consultant for all of the services performed by them within the District.

4. Upon receipt of a proper statement or invoice from the County, and in accordance with the Florida Prompt Payment Act, the District shall submit payment to the County for all costs incurred by the County for the services performed by AshBritt and the Consultant within District-maintained rights-of-way that are not reimbursed to the County through FEMA. Such costs will include the local government's remaining responsibility of the reimbursement-eligible expenses paid by the County after the federal contribution is determined, and will also include any expenses paid by the County for which federal or state reimbursement is disallowed or deemed ineligible. The District is responsible for their non-federal cost share.

5. The intent of the parties is for the District to receive the benefits of the AshBritt and the Consultant Contracts without exposing the County to any costs or expenses for the services rendered by AshBritt and the Consultant within the District. Therefore, the District agrees that if the County has made a payment to AshBritt or the Consultant for services rendered by them within the District, and has received less reimbursement through FEMA for the cost of their services than the District believes to be

proper, the District will nevertheless pay the unreimbursed cost therefor to the County without delay, and will pursue any dispute regarding the same directly with FEMA. The County agrees to cooperate with the District to the extent reasonably necessary to permit the District to pursue such dispute. In this regard, if the dispute can only be pursued in the name of the County, then the County will permit the same so long as the District bears all costs for the same.

6. The District agrees to defend, indemnify and hold harmless the County and all its employees, officers, agents and servants against all suits and costs and all damages, including reasonable attorneys' fees, to which the County or any of its employees, officers, agents or servants may be put by reason of injury to the persons or property of others, including any injury to AshBritt or Consultant, resulting from the services provided by AshBritt or Consultant during the term of this Agreement, or including that which arises through the negligence of AshBritt or Consultant, their agents, employees, servants or subcontractors while performing services within the District. However, the County and District agree that by execution of this Agreement, neither will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided by Florida Statutes. Furthermore, the parties as agencies or subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, agree to be fully responsible for their own negligent or tortious acts or omissions which result in claims or suits against the other, and agree to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes.

7. Subject to the provisions of paragraph (2)(c) hereof, this Interlocal Agreement shall be deemed effective as of the date first above-written.

IN WITNESS WHEREOF, each of the parties has caused this Interlocal Agreement to be executed on its behalf as of the date first above-written.

ATTEST:


Barbara Butler, Clerk of the Circuit Court

HENDRY COUNTY, FLORIDA, a political subdivision of the State of Florida

By: 
Michael Swindle, Chair, County Commission

CENTRAL COUNTY WATER CONTROL DISTRICT, a special district of the State of Florida

By: 
_____, Chair