

INTERLOCAL AGREEMENT FOR
DISASTER DEBRIS REMOVAL ALONG RIGHTS OF WAY LOCATED WITHIN
THE CENTRAL COUNTY WATER CONTROL DISTRICT

This Agreement is made the 11th day of October, 2022, by and between Hendry County, a political subdivision of the State of Florida, hereinafter called the COUNTY, and the Central County Water Control District, an independent special district created and operating under Chapter 298, Florida Statutes, hereinafter called the DISTRICT.

WHEREAS, the DISTRICT owns and maintains all DISTRICT roads within DISTRICT boundaries with the exception of Pine Cone Avenue, N. Palm Street from Pine Cone Avenue to Woodland Blvd, Woodland Blvd from N. Palm Street to Flaghole Road, and Flaghole Road; and

WHEREAS, Hurricane Ian (the "Storm") produced high winds and heavy rains within the County, including the DISTRICT, causing extensive storm related debris; and

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

WHEREAS, the DISTRICT is located within the unincorporated portion of Hendry County and the COUNTY provides waste collection services within the DISTRICT; and

WHEREAS, the volume of the storm debris caused by the Storm within the DISTRICT is substantially greater than can be accommodated by the regular waste collection services operating within the County; and

WHEREAS, the COUNTY has heretofore entered into a Contract for Disaster Debris Removal and Disposal Services and a Contract for Disaster Debris Monitoring Services with contractors to remove and dispose of debris caused by the Storm ("disaster debris removal and disposal services"); and

WHEREAS, the COUNTY is willing to provide disaster debris removal and disposal services within the DISTRICT under the terms and conditions set forth in this Interlocal Agreement; and

WHEREAS, Florida Statute 163.01 authorizes counties and special districts to enter into interlocal agreements to exercise jointly any power, privilege or authority which such entities share in common and which each might exercise separately.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the COUNTY and DISTRICT agree as follows:

1. The parties hereby accept and adopt the foregoing Whereas clauses.

2. The DISTRICT hereby grants consent to the COUNTY performing disaster debris removal and disposal services along rights-of-way of DISTRICT roads within DISTRICT boundaries.

3. The COUNTY will provide disaster debris removal and disposal services along right-of-ways of DISTRICT roads within DISTRICT boundaries.

4. This Agreement does not and shall not be deemed to relieve either 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 the other party to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

5. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of the County. This Interlocal Agreement shall be deemed to have taken effect as of the date of such filing.

6. The Agreement shall terminate upon the completion of all disaster debris removal and disposal services within the DISTRICT.

7. Any waiver or modification of any of the provisions of this Agreement shall not be valid unless in writing and signed by the authorized representative of each party.

IN WITNESS WHEREOF, the undersigned have hereby caused this Agreement to be duly executed on the dates adjacent to their signature.

CENTRAL COUNTY WATER
CONTROL DISTRICT

BY _____
Herminio Bussott – Manager
Date: _____

HENDRY COUNTY

ATTEST:

Kimberley Barrineau
Clerk of Circuit Court

BY: _____
Emma J. Byrd, Chair
Board of County Commissioners
Date: _____