

Hurricane/Disaster Debris Removal Interlocal Agreement

This Agreement, made and entered into this the _____ day of October, 2024, by and between Rutherford County (“County”), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and Town of Bostic, Village of Chimney Rock, Town of Ellenboro, Town of Forest City, Town of Lake Lure, Town of Ruth, Town of Rutherfordton, and Town of Spindale (each being “Municipality and, collectively, “Municipalities”), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

RECITALS

It is hereby determined and declared by the parties that:

- A. The President of the United States and the Governor of the State of North Carolina have declared Rutherford County a natural disaster area due to the weather event of Hurricane Helene that arrived in Rutherford County on September 27, 2024, making Rutherford County and the municipalities within Rutherford County eligible for Federal and/or state disaster relief, including funds for the cleanup of debris.
- B. Disaster debris cleanup is a critical component of disaster recovery process.
- C. Debris cleanup on a county-wide basis requires a coordinated effort between the Municipalities, the County, State and federal agencies, and private contractors in order to ensure resources are applied where the need is most critical and to ensure the public health, safety, and welfare is protected.
- D. The disaster debris cleanup effort will require prioritizing areas for immediate cleanup, and perhaps temporarily suspending or rescheduling regular solid waste, yard waste, and recycling services.
- E. The County operates a Solid Waste department as an enterprise fund and collects and disposes of solid waste throughout the County through its Landfill and Convenience Centers within Rutherford County.
- F. During this natural disaster, decisions regarding debris cleanup are best coordinated and implemented by the County.
- G. In order to achieve the orderly and efficient cleanup of debris, it is appropriate that the County coordinate the County wide disaster debris collection effort through the County’s solid waste collectors and contractors, and that cleanup efforts within the Municipalities be conducted under the County’s contracts for disaster cleanup.

- H. The County is negotiating contracts that include the possibility of cleanup activity within each of the Municipalities as well as unincorporated Rutherford County, and intends to enter into contracts with debris management companies (“Contractors”) for debris cleanup and hauling services and debris monitoring services following this natural disaster (“Contracts”), and each of the Municipalities executing this Agreement desire the County to utilize the Contracts through this Agreement for debris cleanup within each of their respective jurisdictions and authorize debris removal within the city-maintained streets. Contracts will be secured with Southern Disaster Recovery LLC for debris removal and hauling services and Debris Tech for debris monitoring services under NCEM prepositioned disaster debris removal and monitoring contracts for Region 12 19-IFB-015120-DAD debris hauling and 19-IFB-015121-DAD debris monitoring. Items to be contracted include: trees/limbs/stumps (stumps contingent upon State permitting approval) and vegetative debris.
- I. The County and Municipalities are authorized to enter into this Agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and desire to do so for the reasons stated above.

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

1. County, upon entering into and activation of the Contracts, shall coordinate the collection of disaster related debris cleanup and monitoring pursuant of the terms and conditions of the Contracts.
2. Such cleanup shall include cleanup with each of the undersigned Municipalities pursuant to the terms and conditions of the Contracts.
3. Pursuant to this Agreement, each of the undersigned Municipalities shall:
 - a. Identify contract personnel to coordinate with County and the Contractors cleanup activity within each Municipality’s jurisdiction.
 - b. Provide County access and the authority to coordinate debris removal and monitoring services for their respective city-maintained roads. Work to be performed within DOT and City- Road Right of Ways.
 - c. Secure Right-of-Entry Agreements from property owners within the jurisdiction of the Municipality as necessary for city/town maintain roadways only.

- d. Cooperate in good faith with County, all the Municipalities and Contractors in the disaster recovery and cleanup process.
4. Pursuant to the Agreement, the County shall:
 - a. Coordinate debris cleanup, including prioritization of cleanup activities following a natural disaster, pursuant to the terms and conditions of the contract.
 - b. Respond in a good faith effort to specific requests for assistance from each Municipality.
 - c. Maintain the 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 Municipalities of such termination or modification.
5. All terms and conditions of the Contracts entered into between the County and the Contractors shall apply equally to cleanup work performed by the Contractors within each Municipality's jurisdiction.
6. This Agreement shall be in effect for the same term as the Contracts, and shall renew under the same terms and conditions as the Contracts.
7. The County and each Municipality may terminate this Agreement with respect to such Municipality in whole or in part in writing provided that no termination may be effected until the other parties hereto are given at least thirty (30) days prior written notice of intent to terminate.
8. This Agreement may be modified only by the prior written approval of all the parties hereto.
9. Any notice, acceptance, request, or approval from any party to the other parties shall be in writing and shall be deemed to have been received when either has deposited same in the United States Postal Service or personally delivered with signed proof of delivery.
10. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement and any work performed pursuant to the Contracts. All indemnifications and immunities from liability incorporated within the Contracts shall apply to this Agreement and are hereby incorporated by reference.

11. If any provisions of this Agreement are held, for any reason, 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 provisions.
12. This instrument 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.
13. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

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

TOWN OF BOSTIC

COUNTY OF RUTHERFORD

Mayor

Chairman

ATTEST:

ATTEST:

Clerk to the Council

Clerk to the Board

Date: _____

Date: _____

VILLAGE OF CHIMNEY ROCK

TOWN OF ELLENBORO

Mayor

Mayor

ATTEST:

ATTEST:

Clerk to the Council

Clerk to the Council

Date: _____

Date: _____

TOWN OF FOREST CITY

Mayor

ATTEST:

Clerk to the Council

Date: _____

TOWN OF LAKE LURE

Mayor

ATTEST:

Clerk to the Council

Date: _____

TOWN OF RUTH

Mayor

ATTEST:

Clerk to the Council

Date: _____

TOWN OF RUTHERFORDTON

Mayor

ATTEST:

Clerk to the Council

Date: _____

TOWN OF SPINDALE

Mayor

ATTEST:

Clerk to the Council

Date: _____