

**REQUEST FOR BOARD ACTION**  
**HENDERSON COUNTY**  
**BOARD OF COMMISSIONERS**

**MEETING DATE:** November 4, 2024

**SUBJECT:** Disaster Debris Interlocal Agreement with Hendersonville

**PRESENTER:** Charles Russell Burrell

**ATTACHMENT(S):** Proposed Agreement

**SUMMARY OF REQUEST:**

The City of Hendersonville has requested an Interlocal Agreement regarding the collection and disposal of storm debris in the aftermath of Tropical Storm Helene. Given that the County has already obligated itself to the collection and disposal of storm debris countywide (and has already commenced the same through its contractor), there is no fiscal effect on the County of this agreement.

County staff will be present and prepared if requested to give further information on this matter.

**BOARD ACTION REQUESTED:**

approval of the proposed agreement

If the Board is so inclined, the following motion is suggested:

***I move that the Board approve the proposed Interlocal Agreement.***

THIS AGREEMENT, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Hendersonville, a North Carolina municipal corporation, hereinafter “City,” and the Henderson County, a North Carolina body politic and corporate, hereinafter “County,”

WITNESSETH:

THAT WHEREAS, that due to the effects of Hurricane Helene, the State of North Carolina has declared Henderson County a natural disaster area, making Henderson County and the municipalities within Henderson County eligible for Federal and/or state disaster relief, including funds for the cleanup of debris; and

WHEREAS, that storm related debris cleanup is a critical component of the disaster recovery process; and

WHEREAS, in order to achieve the orderly and efficient cleanup of debris, it is appropriate for the County to coordinate the storm related debris collection effort County-wide, including within the City of Hendersonville corporate limits; and

WHEREAS, the County has activated prepositioned State contracts with Southern Disaster Recovery, LLC for debris removal and DebrisTech, LLC for monitoring the debris removal for County-wide debris removal; and

WHEREAS, the City wishes to formalize its participation in the above referenced prepositioned State contracts; and

WHEREAS, the City is entering into a Memorandum of Agreement with the North Carolina Department of Transportation that provides for debris removal within NCDOT rights-of-way in the City of Hendersonville and the City wishes to contract with the County to remove this debris on the City’s behalf; and

WHEREAS, the parties are authorized by G.S. § 160A-461 to enter this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained hereinbelow, the parties agree as follows:

1. The County shall collect and dispose of: all vegetative debris, construction and demolition debris, white goods, yard and household items damaged by the storm, and all other storm related debris (hereinafter collectively “Storm Related Debris”) on all City streets and NCDOT owned and/or maintained streets within the corporate limits of the City of Hendersonville.
  - a. Collection and disposal shall occur on an ongoing basis, at an interval determined to be reasonable by the County, during the Term of this Agreement.
  - b. The County shall perform all inspection/monitoring/and recording keeping necessary for disaster relief funding associated with the collection of Storm Related Debris under this Agreement.
2. The City herewith grants jurisdiction to Henderson County for the limited purpose of performing the County’s obligations under this Agreement.

3. The County is responsible for compliance with any and all state and federal regulations and laws required to seek reimbursement for services rendered hereunder from FEMA or the State of North Carolina.
4. This Agreement shall commence upon execution by all of the parties hereto, and shall continue for a Term of 180 days, unless sooner terminated as provided herein.
5. 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 the indemnifying party's acts or omissions.
6. 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.
7. 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.
8. This Agreement may be amended or terminated prior to its expiration by a subsequent agreement entered into by the City and the County.
9. This Agreement may be executed in duplicate, each to have the force and effect of an original.

*[The remainder of this page intentionally left blank.  
Signatures appear on the following page.]*

In witness whereof, the parties have set their hand and seal.

HENDERSON COUNTY

THE CITY OF HENDERSONVILLE

BY: \_\_\_\_\_  
John Mitchell, County Manager

BY: \_\_\_\_\_  
John Connet, City Manager

RATIFIED BY ACTION OF:

BOARD OF COUNTY COMMISSIONERS

CITY OF HENDERSONVILLE CITY COUNCIL

BY: \_\_\_\_\_  
Chairman

BY: \_\_\_\_\_  
Mayor

Attest:

Attest:

\_\_\_\_\_  
Clerk to the Board of Commissioners

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

(County Seal)

(City Seal)