

Wesley M. Corbitt
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Stephanie D. Johnson
County Clerk



Effingham County
Georgia
Board of Commissioners

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County Attorney

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District 1

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District 2

Jamie Deloach
District 3

District 4

Phil Kieffer
District 5



INTERGOVERNMENTAL AGREEMENT FOR DISASTER DEBRIS REMOVAL

THIS INTERGOVERNMENTAL AGREEMENT for the removal of disaster-generated debris following Hurricane Helene ("Agreement") is by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "County") and the City of Rincon, Georgia (hereinafter referred to as the "City") (collectively referred to herein as the "Parties") and the Parties agree as follows:

WHEREAS, Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia authorizes, among other things, that any City, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another City, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract provides for activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, as a consequence of the County's contracts for disaster debris removal and monitoring services and the County's other emergency and support resources, the County has the authority and capacity to extend disaster debris removal and monitoring services to other municipalities within the boundaries of the County where such services are required following a state of emergency; and

WHEREAS, the City desires that the County perform disaster debris removal, debris reduction, and disposal of disaster debris within the City's jurisdictional boundaries. The City also desires that the County initiate monitoring services to document and monitor said disaster debris removal services; and

WHEREAS, the Parties have conferred as to the best methods and practices to allow the County to assume these responsibilities; and

NOW THEREFORE, the Parties agree as follows:

I. COUNTY OBLIGATIONS

The County agrees to:

- Assume responsibility for disaster debris removal, reduction, and disposal services within the jurisdictional boundaries of the City following a state of emergency supported by a Presidential Declaration that allows for federal reimbursement of disaster-generated debris.
- Monitor and document the amount of disaster debris removed from within the jurisdictional boundaries of the City during such state of emergency.
- Produce all necessary documentation to state and federal agencies for reimbursement of disaster debris removal, reduction disposal and monitoring services performed within the corporate boundaries of the City.



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- Invoice the City the proportionate share of disaster debris removal, reduction, disposal, and monitoring costs. Proportionate share shall be based on the volume of disaster debris collected within the jurisdictional boundaries of the City based on documentation generated by the County or its authorized agent.
- Produce to the City all necessary documentation showing the City's share of any disaster debris removal, reduction, disposal and monitoring costs not reimbursed by state or federal agencies.
- Provide operational updates on the status of disaster debris removal operations to include completed areas of disaster debris removal and estimated completion timelines of the remaining areas.

1. CITY OF RINCON OBLIGATIONS

The City of Rincon agrees to the following:

- Cooperate with the County in its production of a disaster debris removal, reduction and disposal plan, participate in all training exercises related to disaster debris removal, and supply appropriate administrative support, as necessary, to assist in the documentation of debris removal, reduction and disposal efforts.
- Payment of County invoices for the City's proportionate share of disaster debris removal, reduction, disposal and monitoring costs.
- Reimburse the County the City's share of any disaster debris removal, reduction, disposal and monitoring costs not reimbursed by state or federal agencies. The calculation of the City's reimbursable cost to the County will be determined by its share of the actual volume of material collected within the corporate boundaries of the City based on documentation generated by County monitors at the time disaster debris is delivered to County-designated disposal sites.
- Hold the County, its representatives, and contractors, harmless for unavoidable loss, damage, or depreciation of assets resulting from ordinary use and exposure associated with disaster debris removal operations.
- Assist the County in public outreach to inform stakeholders on the proper way to segregate and place disaster debris on the right away, and to provide stakeholders the status of disaster debris removal operations.

2. MISCELLANEOUS

Time of Essence. Time is of the essence in all provisions of this Agreement.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Modification. This Agreement may be amended only by a writing signed by both parties.

Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between the parties.

Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to

be invalid or unenforceable, such decision shall not affect the remaining provisions.

Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed a fully enforceable original and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their seals affixed hereto on the day and year above their respective signatures.

This the 4 day of October, 2024.

THE CITY OF RINCON, GEORGIA

By: _____

Its: Mayor

Attest: Dulcia King

Its: City Clerk



Approved as to form by the City Attorney:

B. Smith

This the 1st day of October, 2024.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: Wesley M. Corbitt
Wesley Corbitt
Its: Chairman

Attest: S. Johnson
Stephanie Johnson
Its: Clerk