

**INTERLOCAL AGREEMENT AMONG SUMTER COUNTY AND
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 2
FOR DISASTER DEBRIS REMOVAL**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of the 15th day of July, 2022, by and between **Sumter County, Florida**, a political subdivision of the State of Florida (“County”), and **Village Community Development District No. 2**, a local unit of special purpose government created pursuant to the provisions of Chapter 190, Florida Statutes, whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 (“District” and, together with the County, the “Parties”).

RECITALS

WHEREAS, the County is a Florida unit of general purpose government and a political subdivision of the State of Florida pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the District is a special purpose unit of local government located entirely within Sumter County, Florida, that has been established for the purpose of planning, financing, constructing, installing, operating, and/or acquiring certain improvements, facilities and services in conjunction with the development of lands located within the District; and

WHEREAS, the District, or landowners in the District, in accordance with plans for development, have constructed certain roadway and rights-of-way improvements adjacent to or near the District, which improvements are owned and maintained by Sumter County; and

WHEREAS, it is in the interest of the County and District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within their boundaries; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969,” permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, in the event the President of the United States, or the Governor of the State of Florida, declares Sumter County a natural disaster area, making Sumter County and the District within Sumter County eligible for Federal or State disaster relief funds, the County authorizes the District to have the right of access and to enter the property more particularly described in **Exhibit A** for purposes of performing storm-related debris removal (“Services”); and

WHEREAS, the District, through a competitive bid process, shall enter into a contract with a disaster debris management company (“Contractor”) for debris cleanup following a natural disaster;

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

1. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 163, 189, and 190, *Florida Statutes*, and the Florida Constitution.
2. In order to protect the citizens of Sumter County from immediate health and safety hazards in the event of a natural disaster, the District agrees to provide disaster debris management services to the roadways and rights-of-way owned and maintained by Sumter County located within, or adjacent to, the District as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein.
3. Pursuant to this Agreement, the District shall:
 - a. Coordinate and contract for the collection of disaster-related debris cleanup within, or adjacent to, the District's boundaries, and be entitled to any and all reimbursement funds received for providing the Services as determined by the State and Federal Agencies assigned for such review;
 - b. Comply with all applicable laws regarding the procurement of the Services; and
 - c. Keep records of all Services rendered as necessary for State or Federal reimbursement.
4. Pursuant to this Agreement, the County shall:
 - a. Delegate to the District the authority to bid and enter into a contract for debris management services, and the authority to direct the performance of the Contractor in the execution of disaster debris management services, within or adjacent to the District;
 - b. Provide all necessary documentation to the District for State or Federal reimbursement to be made to the District for all eligible Services rendered by the Contractor; and
 - c. Recognize that the District may continue to enforce applicable deed restrictions on the rights-of-ways identified in Exhibit A and lands adjacent to the roadways and rights-of-way described in **Exhibit A**.
5. This Agreement may be terminated in whole or in part in writing by either party, provided that no termination may be effected unless the other party is given not less than thirty (30) days prior written notice of intent to terminate.
6. This Agreement may be modified or amended only by the prior written approval of both parties.

7. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District or the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. To the extent permitted by Florida law and without waiving any of the privileges and immunities afforded to the District by Florida law, the District agrees to indemnify the County for any loss caused solely by the gross negligence or willful misconduct of the District and directly arising from the performance of the Services.
8. 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 provision.
9. This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
10. This Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Sumter County, Florida, in accordance with the requirements of section 163.01(11), *Florida Statutes*.

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

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 2**

SUMTER COUNTY, FLORIDA



Chairperson

Chairperson

ATTEST:

ATTEST:



Secretary/Assistant Secretary

Clerk to the Board

Exhibit A

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 18 as recorded in Plat Book 4, Pages 133 through 133D of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 19 as recorded in Plat Book 4, Pages 134 through 134B of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 20 as recorded in Plat Book 4, Pages 135 through 135B of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 21 as recorded in Plat Book 4, Pages 136 through 136B of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 22 as recorded in Plat Book 5, Pages 8 through 8C of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 23 as recorded in Plat Book 5, Pages 3 through 3E of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 24 as recorded in Plat Book 4, Page 141 of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 25 as recorded in Plat Book 5, Pages 9 through 9A of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 26 as recorded in Plat Book 5, Pages 10 through 10E of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 27 as recorded in Plat Book 5, Pages 13 through 13B of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 28 as recorded in Plat Book 5, Pages 14 through 14B of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 29 as recorded in Plat Book 5, Pages 15 through 15B of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 30 as recorded in Plat Book 5, Pages 22 through 22C of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 31 as recorded in Plat Book 5, Pages 18 through 18B of the Public Records of Sumter County, Florida.

All roadways as shown on the plat of THE VILLAGES OF SUMTER UNIT NO. 32 as recorded in Plat Book 5, Pages 19 through 19C of the Public Records of Sumter County, Florida.