




Interoffice Memorandum

June 1, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners 

FROM: Timothy L. Boldig, Interim Director
Planning, Environmental, and Development
Services Department

CONTACT PERSON: **David D. Jones, P.E., CEP, Manager**
Environmental Protection Division
(407) 836-1406

SUBJECT: July 11, 2023 – Consent Item
Agreement for Street Sweeping Services between Orange
County and the Belle Vista on Lake Conway Homeowners
Association

The Environmental Protection Division (EPD) is requesting approval of an Agreement by and between Orange County (County) and the Belle Vista on Lake Conway Homeowners Association, Inc. (HOA) for street sweeping services within the Lake Conway Water and Navigation Control District (LCWNCD).

EPD oversees a term contract for street sweeping services to provide a water quality benefit within Municipal Service Taxing Unit (MSTU) and Municipal Service Benefit Unit (MSBU) lake taxing districts. Street sweeping is an effective best management practice to prevent non-point source pollution, such as roadway particulate matter, fine sediments, and other debris from entering lake systems and degrading water quality. EPD currently sweeps approximately 120 curb miles per week and collects over 62,000 pounds of sediments per month within various MSTU and MSBU lake taxing districts.

The LCWNCD MSTU currently provides street sweeping services of 94.2 curb miles per week. The HOA is requesting that the County sweep 2.1 miles of streets within the subdivision. The HOA lies within the jurisdiction of the City of Belle Isle and within the boundaries of the LCWNCD MSTU. The County and the City of Belle Isle entered into an Interlocal Agreement dated September 18, 2018, which stipulates that the County will provide street sweeping services within the City. However, the streets within the HOA are owned and maintained by the HOA; therefore, a separate agreement is required to ensure that the HOA will not hold the County or its contractor responsible for any damages caused by sweeping of the HOA's private streets.

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July 11, 2023 – Consent Item

Agreement for Street Sweeping Services between Orange County and the Belle Vista on Lake Conway Homeowners Association

The Agreement stipulates that the County will include sufficient funds in its annual budget to cover the costs of sweeping as part of the annual operating budget of the LCWNCD MSTU, as recommended annually by the LCWNCD Advisory Board and as funding may allow.

The Agreement was reviewed by the County Attorney's Office and approved as to form. The Agreement was approved by the HOA on May 25, 2023, and will become effective upon the date of approval by the Board. The Agreement will continue for a term of one year and thereafter the agreement will automatically renew for successive one-year periods unless terminated sooner by either or both parties pursuant to the provisions contained in the Agreement.

ACTION REQUESTED: Approval and execution of Agreement for Street Sweeping Services by and between Belle Vista on Lake Conway Homeowners Association, Inc. and Orange County, Florida for street sweeping services within the Lake Conway Water and Navigation Control District. District 3

TLB/DDJ:jk

Attachment

BCC Mtg. Date: July 11, 2023

AGREEMENT FOR STREET SWEEPING SERVICES

This Agreement for street sweeping services (the "Agreement"), effective as of the last date of execution below (the "Effective Date"), is made and entered into by and between the **Belle Vista on Lake Conway Homeowners Association, Inc.**, a Florida not for profit corporation whose mailing address is 6972 Lake Gloria Boulevard, Orlando, Florida 32809 ("HOA"), and **Orange County, Florida**, whose mailing address is 201 S. Rosalind Ave., Orlando, FL 32802 ("County") and collectively, the "Parties."

WITNESSETH:

WHEREAS, the County and the City of Belle Isle, Florida have entered into an Interlocal Agreement, dated September 18, 2018, in which the County provides street sweeping services to help maintain and upkeep streets within the City (the "Street Sweeping Agreement"); and

WHEREAS, pursuant to the above Street Sweeping Agreement, the County Environmental Protection Division ("EPD") oversees a term contract for street sweeping services ("Contract") with a contractor ("Contractor") that provides a water quality benefit within Municipal Service Taxing Unit ("MSTU") and Municipal Service Benefit Unit ("MSBU") lake taxing districts as part of the Lake Conway Water and Navigation Control District; and

WHEREAS, the HOA and the County hereby agree to enter into an agreement to provide street sweeping services to the HOA's private streets, subject to terms and conditions similar to those within the existing Street Sweeping Services Agreement between the County and the City; and

WHEREAS, this Agreement between the HOA and the County for street sweeping services shall provide for the maintenance and upkeep of those HOA streets specifically identified in **Exhibit A**, which is attached to this Agreement and incorporated by reference.

NOW, THEREFORE, in consideration of the mutual convenience herein contained, the Parties hereby agree as follows:

1. Term of Agreement; Expiration.

This Agreement shall commence upon the Effective Date and continue for a term of one (1) year. Thereafter, the Agreement shall automatically renew for successive one (1) year periods, unless terminated sooner by either or both Parties pursuant to the provisions contained herein, annually from October 1st through September 30th of the

following year unless either party elects to terminate this Agreement by providing the other party with written notification at least sixty (60) days before September 30th. Notwithstanding the automatic renewal clause, this Agreement shall expire on September 30, 2034, unless terminated sooner by either or both Parties pursuant to the provisions contained herein.

2. Scope of Services.

2.1 Designation of County as HOA's Agent

The County is hereby designated as the HOA's agent to furnish street sweeping services, by and through its Contractor and any assigned County employees, as shown on the Street Sweeping Map and Swept Street List set forth in **Exhibit A**.

2.2 Responsibility as Service Provider; Inquiries and Complaints

At all times, the County shall be responsible for providing the street sweeping services covered under this Agreement, as more particularly described in Section 3, including managing the Contractor and any County employees performing those services.

All HOA resident inquiries and complaints shall be handled by the HOA and, as the HOA may deem necessary, transmitted to the County. The County may direct all inquiries and complaints to the Contractor.

2.3 Supervision and Direction of Contractor

The County, through the EPD, shall be responsible for the day-to-day operation and supervision of street sweeping activities of the Contractor and any assigned County employees. Accordingly, the HOA's point of contact with the County shall be the EPD Lake Management Program.

3. Activities.

3.1 Services to be performed.

The County shall provide to the HOA, in as responsive a manner as possible, the following services, and the County shall ensure that the Contractor and any assigned County employees cooperate with the HOA in performing these services:

A. Provide street sweeping to only those HOA streets identified in **Exhibit A** during normal working hours pursuant to the terms of the Contract; All work performed on local roads (within subdivisions) shall be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless otherwise authorized by the County's representative.

B. Remove material swept from the HOA streets and transport it to a site designated by the County for disposal of material in accordance with the County's procedures and policies, with such material being credited to the County's Municipal Separate Storm Sewer System Permit under Florida's statewide National Pollutant Discharge Elimination System program.

3.2 Cost of Operation

The County shall be responsible for the costs of sweeping those HOA streets identified in **Exhibit A** at a frequency and schedule in accordance with the Contract.

4. Funding.

The County shall include sufficient funds in its annual budget to cover the costs of sweeping the streets identified in **Exhibit A** as part of the annual operating budget of the Lake Conway Water and Navigation Control District MSTU, as recommended annually by the Lake Conway Water and Navigation Control District Advisory Board and as funding may allow.

5. General Intent.

It is the intent of the Parties that the street sweeping activities within and on behalf of the HOA shall be performed by the County according to the same general standards of performance, procedure and recordkeeping as the County furnishes for street sweeping elsewhere within the County under the Contract (or under a subsequent Contract).

6. Termination.

This Agreement may be terminated upon the happening of any of the following events:

A. If either party believes an incident (or incidents) violates (violate) this Agreement, and there is no mutual agreeable resolution, the County or the HOA, whatever the case may be, may terminate this Agreement with ninety (90) days prior written notification; or

B. If, for any reason, providing street sweeping services becomes a liability or burden for the County, the County reserves the right, upon ninety (90) days prior written notification to the HOA, to negotiate reduced services or terminate this Agreement, but the County shall continue to provide those services until the end of the County's fiscal year (ending **September 30th**); or

C. The HOA may terminate this Agreement with ninety (90) days prior written notification to the County.

D. Either party may forego this Agreement's automatic renewal clause and elect to terminate this Agreement by providing written notification to the other party at least sixty (60) days prior to the next anniversary of the Effective Date of the Agreement.

7. Insurance.

A. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes the County acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes. The County also agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes.

B. The HOA shall maintain Commercial General Liability coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. The HOA further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds.

C. The County's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the HOA of its liability and obligations under this Agreement.

D. Upon request, each party shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits as applicable, which the other party agrees to find acceptable for the coverage mentioned above.

E. Each party shall require all contractors their officials, employees and subcontractors performing work within any right-of-way or easement areas within those streets identified in **Exhibit A** to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage.

F. Each party shall be listed as an additional insured on all general liability policies.

8. Damage to Curbed and Uncurbed Streets; Indemnification.

A. The HOA will not hold the County or its Contractor responsible for any damages caused to those curbed or uncurbed streets as identified in **Exhibit A**.

B. Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

C. This Section 8 shall survive termination and expiration of this Agreement.

D. The HOA will not hold the County or its Contractor responsible for any damages caused by equipment failure to curbed or uncurbed streets identified in **Exhibit A**.

9. Gated Access Responsibility and Special Requests

The HOA assumes the responsibility of ensuring the County's Contractor has access to those HOA streets identified in **Exhibit A** through a gated entry. The HOA shall provide direct instructions to the County's Contractor as related to the means of entry through the subject gate; for example, entry via a pin code or electronic pass. Further, it is the HOA's responsibility to ensure the gate operates in a manner appropriate for the Contractor's equipment to pass through. The County shall not be responsible in managing the Contractor's ability to access the HOA streets. Any special arrangements to access the HOA streets shall be managed entirely by the HOA in direct collaboration with the County's Contractor.

10. Other Agreements.

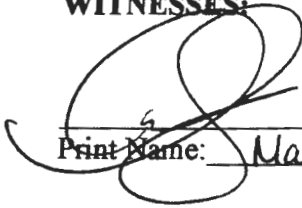
The parties recognize that this is not an exclusive agreement and that County shall be permitted to enter into similar agreements with other property owners or property owner associations to provide the same services as specified herein.

11. Effective date.

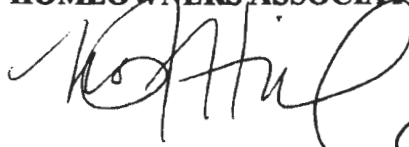

This Agreement shall become effective upon the date of approval by the HOA or the date of approval by the Board of County Commissioners, whichever date is later.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as

WITNESSES:

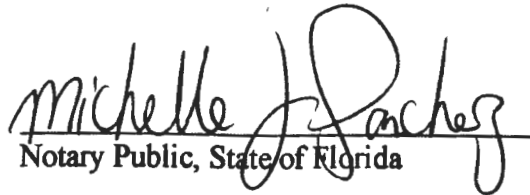

Print Name: Mariana De Jesus

BELLE VISTA ON LAKE CONWAY
HOMEOWNERS ASSOCIATION, INC.


~~Andrew Thompson, President~~

Nora-Jane Hickey
Board Member

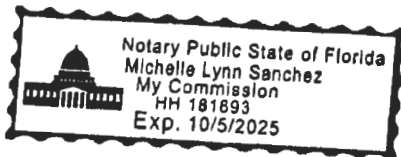
STATE OF FLORIDA

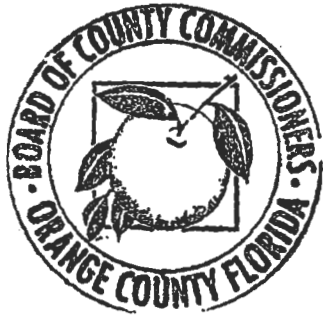
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25 day of MAY, 2023 by Nora-Jane Hickey HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf


Notary Public, State of Florida

Notary Stamp

Notary's Printed Name
Michelle L Sanchez





ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry Demings*
for Jerry Demings
Orange County Mayor

Date: _____ July 11, 2023

ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Lara-Klimetz*
Deputy Clerk
Print Name: Jennifer Lara-Klimetz

Attachments:

Exhibit A: Street Sweeping Map: Belle Vista and Swept Streets List

Exhibit A: Street Sweeping Map: Belle Vista (separate attachment)

Exhibit A: Swept Streets List

NAME	Lake	From To	Curb Miles	Curb Type
Isle Vista Avenue	Conway	Total	2.1	Curbed

Exhibit "A" Street Sweeping Additions: Belle Vista

