



Interoffice Memorandum

June 1, 2023

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

A handwritten signature in black ink, appearing to be "TB", located to the right of the TO field.

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
First Amendment to Interlocal Agreement between Orange
County and the City of Belle Isle for Street Sweeping
Services within the Lake Conway Water and Navigation
Control District

The Environmental Protection Division (EPD) is requesting approval of the First Amendment to an existing Interlocal Agreement (Agreement) by and between Orange County (County) and the City of Belle Isle (City) 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.

On September 18, 2018, the Board approved an Interlocal Agreement with the City for street sweeping services for certain public streets within the City's jurisdiction that are also within the LCWNCD MSTU boundaries. The LCWNCD MSTU currently provides street sweeping services of 94.2 curb miles per week. The City is requesting an amendment to the existing Interlocal Agreement that would add Waltham Avenue and Cay Circle, which are located within the LCWNCD MSTU boundaries, to the list of streets for which street sweeping services will be provided, resulting in an increase of 0.4 miles to the total length of streets swept each week.

The original Agreement ensures that the City will not hold the County or its contractor responsible for any damages caused by sweeping of City streets. In addition, the

Page 2

July 11, 2023 – Consent Item

Orange County and the City of Belle Isle Interlocal Agreement for Street Sweeping Services within the Lake Conway Water and Navigation Control District

original Agreement stipulates that the County will include sufficient funds in its annual budget to cover the costs 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 First Amendment to the Interlocal Agreement was reviewed by the County Attorney's Office and approved as to form. The First Amendment to the Interlocal Agreement was approved by the City of Belle Isle City Council on March 7, 2023, and will become effective upon approval by the Board.

ACTION REQUESTED: Approval and execution of First Amendment to Interlocal Agreement for Street Sweeping Services by and between City of Belle Isle and Orange County, Florida for additional street sweeping services within the Lake Conway Water and Navigation Control District. District 3

TLB/DDJ/jk

Attachments: Approved Interlocal Agreement for Street Sweeping Services Between Orange County and the City of Belle Isle dated September 18, 2018

First Amendment to Interlocal Agreement for Street Sweeping Services

BCC Mtg. Date: July 11, 2023

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR STREET SWEEPING SERVICES**

This First Amendment to the Agreement for Street Sweeping Services (the "First Amendment"), effective as of the last date of execution below (the "Effective Date"), is made and entered into by and between the **City of Belle Isle**, a Florida municipal corporation, whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 (the "City"), and **Orange County, Florida**, a charter county and political subdivision of the State of Florida, whose mailing address is 201 S. Rosalind Ave., Orlando, FL 32802 ("County").

WITNESSETH:

WHEREAS, the City and County have entered into that certain Interlocal Agreement for Street Sweeping Services, dated September 18, 2018 (the "Street Sweeping Services Agreement"); and

WHEREAS, the City and County now desire to amend the Street Sweeping Services Agreement to add certain streets within the City; namely Waltham Avenue and Cay Circle, that will be provided street sweeping services under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

Section 2. Authority. This First Amendment is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements.

Section 3. Street Sweeping Area Map. The Street Sweeping Services Agreement is hereby amended at Exhibit "A" by adding and incorporating the additional streets of Waltham Avenue and Cay Circle to be provided with services under the Street Sweeping Services Agreement, as shown on **Exhibit A.1** attached to this First Amendment.

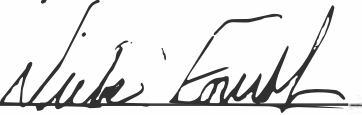
Section 4. Swept Streets List. The Street Sweeping Services Agreement is hereby further amended at Exhibit "A" by adding and incorporating the additional streets of Waltham Avenue and Cay Circle within the 'Supplemental Swept Streets List,' as shown on **Exhibit A.2** attached to this First Amendment.

Section 5. Continuing Effect. Except as expressly set forth herein, the Street Sweeping Services Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and County hereto have executed this First Amendment as of the dates below.

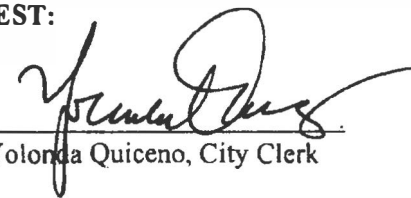
CITY OF BELLE ISLE, FLORIDA

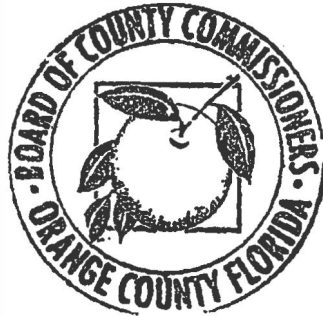
By: City Council

By: 
Nick Fouraker, Mayor

Date: 3-7, 2023

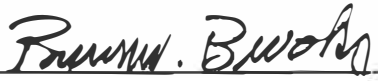
ATTEST:

By: 
Yolonda Quiceno, City Clerk



ORANGE COUNTY, FLORIDA

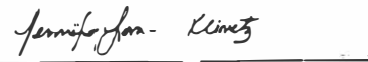
By: Board of County Commissioners

By: 
for Jerry L. Demings
Orange County Mayor

Date: July 11, 2023

ATTEST:

Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: 
Deputy Clerk
Print Name: Jennifer Lara-Klimetz

Attachments:

Exhibit A.1: Street Sweeping Additions

Exhibit A.2: Supplemental Swept Streets List

A small, handwritten mark or signature located in the bottom right corner of the page.

Exhibit A.1: Street Sweeping Additions (separate attachment)

Exhibit A.1 Street Sweeping Additions

c.



INTERLOCAL AGREEMENT FOR STREET SWEEPING SERVICES

This Agreement for street sweeping services (the "Agreement") is made and entered into by and between the **City of Belle Isle**, a Florida municipal corporation, whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 ("City"), and **Orange County, Florida**, a charter county and political subdivision of the State of Florida, whose mailing address is 201 S. Rosalind Ave., Orlando, FL 32802 ("County").

WITNESSETH:

WHEREAS, Chapter 57-1643, Laws of Florida, established the Lake Conway Water and Navigation Control District Advisory Board;

WHEREAS, Section 163.01, Florida Statutes, and other provisions of Florida law authorize local governmental entities to enter into written agreements for the provision of services and facilities;

WHEREAS, the County's 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;

WHEREAS, the City and the County agree that the citizens of Belle Isle will be better served, at a reduced expenditure of tax dollars, by having the County perform street sweeping services inside the City by and through its Contractor and any assigned County employees;

WHEREAS, this Agreement between the City and the County for street sweeping services helps provide for the maintenance and upkeep of the City streets specifically identified in **Exhibit A** attached to this Agreement and incorporated by reference; and

WHEREAS, the County is prepared to accept the responsibility for sweeping those City streets, subject to the terms and conditions hereafter set forth.

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

1. Term of Agreement; Annual Renewals; Expiration.

This Interlocal Service Agreement ("Agreement") shall be effective from October 1, 2018, through September 30, 2019, and shall automatically renew annually from October 1st through September 30th of each of the following years 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 it has been terminated before then by either or both parties.

2. Scope of Services.

2.1 Designation of County as City's Agent

The County is hereby designated as the City's agent to furnish street sweeping services, by and through its Contractor and any County assigned employees, as shown on the Overview 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 paragraph 3, including managing the Contractor and any County employees performing those services.

All citizen inquiries and complaints shall be handled by the City and, as the City 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 City'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 City, 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 City in performing these services:

A. Provide street sweeping to only those City streets identified in **Exhibit A** and during normal working hours pursuant to the terms of the Contract;

B. Remove material swept from those City 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 the National Pollutant Discharge Elimination System.



3.2 Cost of Operation

The County shall be responsible for the costs of sweeping the City streets 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 City 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 City 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 City, 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 City, 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 City may terminate this Agreement with ninety (90) days prior written notification to the County.

7. Insurance.

A. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, each party acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes. Each party agrees to maintain commercial insurance or to be self-

insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes.

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

C. Each party shall require all contractors performing work within the right-of-way or easement areas to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage.

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

8. Damage to Uncurbed and Curbed Streets; Indemnification.

A. Some of the City streets identified in **Exhibit A** that the City desires the County to sweep are uncurbed. The City recognizes and understands that it is not recommended that uncurbed streets be swept by a street sweeper vehicle, due to the risk that asphalt on the edge of those uncurbed streets will be damaged. Accordingly, the City will not hold the County or its Contractor responsible for any damages caused to any of those uncurbed streets identified in **Exhibit A**.

B. Also, the City will not hold the County or its Contractor responsible for any damages caused to any of the curbed streets identified in **Exhibit A**.

C. 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.

D. This paragraph 8 shall survive termination and expiration of this Agreement.

9. 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 municipalities to provide the same services as specified herein.

10. Effective date.

This Agreement shall become effective upon the date of approval by the City Council 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 of the dates inscribed below.

CITY OF BELLE ISLE, FLORIDA

By: City Council

By: Lydia Pisano
Lydia Pisano, Mayor

Date: August 7, 2018

ATTEST:

By: Yolanda Quiceno
Yolanda Quiceno, City Clerk

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Teresa Jacobs
Teresa Jacobs
Orange County Mayor

Date: September 18, 2018

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

By: Katie Smith
Deputy Clerk
Print Name: Katie Smith



JP

Exhibit A: Overview Map



Date: 5/4/2018

JK

Exhibit A: North Side



Date: 5/4/2018

SR

Exhibit A: Southern End



Date: 5/4/2018

SK

Exhibit A: East Side



JP

Exhibit A: West Side



Date: 5/4/2018

Exhibit A: Swept Streets List

Street Name	From To	Curb Miles	Curb Type
ADMIRALITY CT	Total	0.1	Uncurbed
ARAJO CT	Total	0.6	Miami
BATTERSEA CT	Total	0.0	Miami
BELLE VISTA DR	Total	0.2	Miami
BURBANK AV	Total	0.2	Curbed
CHISWICK CR	Total	1.2	Miami
CONWAY CR	Swann Ave/N of Gondola Dr	0.4	Curbed
COUNTRY LAKES DR	Total	0.6	Uncurbed
COVE DR	Total	0.7	Uncurbed
DEERHURST DR	Total	0.1	Miami
EASTER ST	Total	0.2	Curbed
EDLINGHAM CT	Total	0.3	Miami
FLOWERTREE RD	Total	1.0	Curbed
HAWFORD CR	Total	0.7	Miami
HOMWOOD DR	Total	1.0	Curbed
HORIZON CT	Total	0.2	Miami
IDAHO AV	Total	0.7	Curbed
ISLAND ST	Total	0.2	Curbed
KANDRA CT	Total	0.4	Miami
LABELLE ST	Total	0.2	Miami
LAKE DR	Nela Ave/Perkins Rd	0.8	Curbed
NELA AV	Matchett Rd/Seminole Dr	1.7	Curbed
NEVADA AV	Total	0.2	Curbed
PERKINS RD	Gondola Dr/Lake Dr	0.5	Curbed
PLAYA CT	Total	0.4	Miami
QUANDO CR	Total	0.3	Miami
QUANDO DR	Total	1.0	Miami
ROTHBURY DR	Total	0.6	Miami
SOL AV	Total	0.5	Miami
ST PARTIN PL	Total	0.5	Uncurbed
SWANN AV	Total	0.7	Curbed
THE LANDINGS DR	Total	0.5	Uncurbed
TRACE AV	Total	0.3	Curbed
TRENTWOOD BV	Split road/Total	1.4	Curbed
WILKS AV	Split road/Total	0.2	Miami
WINDMILL CT	Total	0.1	Miami
WOODBINE DR	Total	0.2	Miami
BELLEVILLE AV	Total	0.5	Miami
CULLEN LAKE SHORE DR	Total	1.4	Miami
DARDEN AV	Total	0.4	Miami

SP

Exhibit A: Swept Streets List

Street Name	From To	Curb Miles	Curb Type
DORIAN AV	Total	0.4	Miami
DUBAN AV	Total	0.3	Miami
GRAMONT AV	Total	0.5	Miami
GRAN LAC AV	Total	0.4	Miami
HOFFNER AV	S Conway Rd/Dorian Ave	0.5	Miami
JINOUE AV	Total	0.2	Miami
KISSAM CT	Total	0.2	Curbed
LA CROIX AV	Total	0.3	Miami
LOUVRE AV	Total	0.4	Miami
MONET AV	Total	0.4	Miami
MORTIER AV	Total	0.4	Miami
OAK ISLAND PT	Total	0.3	Curbed
OAK ISLAND RD	Cross Lake Rd/Oak Island Pt	0.4	Curbed
PELLEPORT AV	Total	0.3	Miami
PLEASURE ISLAND RD	Kissam Ct/Oak Island Rd	0.2	Curbed
PONCEAU ST	Total	0.2	Miami
ST GERMAIN AV	Total	0.4	Miami
ST MARIE AV	Total	0.4	Miami
ST MICHAEL AV	Total	0.5	Miami
ST MORITZ ST	Total	0.6	Miami
NELA AV	Matchett Rd/Seminole Dr	0.6	Uncurbed
COVE DR	Total	0.6	Miami
Barby Lane	Total	0.4	Uncurbed
Citrus Valley Drive	Total	0.2	Uncurbed
Colleen Drive	Total	1.0	Uncurbed
Conway Lakes Drive	Total	0.2	Uncurbed
Cross Lake Road	Total	0.2	Uncurbed
Delia Avenue	Total	0.2	Uncurbed
Derine Way	Total	0.1	Uncurbed
Dewayne Drive	Total	0.1	Uncurbed
Driscoll Court	Total	0.2	Miami
Fulmer Road	Total	0.5	Uncurbed
Gibson Drive	Total	0.5	Curbed
Indian Drive	Total	0.3	Uncurbed
Lake Drive	Total	1.3	Uncurbed
Montmart Drive	Total	0.3	Miami
Orange Knoll Drive	Total	0.2	Uncurbed
Overlook Road	Total	0.4	Uncurbed
Pam Circle	Total	0.6	Uncurbed
Parkway Dr / Pasadena Dr loop	Total	0.5	Uncurbed

42

Exhibit A: Swept Streets List

Street Name	From To	Curb Miles	Curb Type
Peninsular Drive	Total	0.3	Uncurbed
Seminole Drive	Total	0.9	Uncurbed
St Denis Court	Total	0.3	Miami
St Partin Place	Total	0.5	Uncurbed
St Regis Place	Total	0.2	Miami
Stafford Drive	Total	0.8	Uncurbed
Stockbridge Avenue	Total	0.3	Uncurbed
Venetian Avenue	Total	0.1	Uncurbed
Waters Edge Drive	Total	0.3	Uncurbed
Willoughby Lane	Total	0.3	Uncurbed
Wind Drift Road	Total	0.7	Uncurbed
Wind Harbor Road	Total	0.7	Uncurbed
Wind Willow Road	Total	1.2	Uncurbed
St Denis Ct	Total	0.1	Miami
Barby Lane	Total	0.1	Uncurbed
Alsace Ct	Total	0.2	Miami
ST DENIS CT	Total	0.1	Miami

YPC