



Interoffice Memorandum

AGENDA ITEM

August 17, 2018

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: David D. Jones, P.E., CEP, Manager
Environmental Protection Division
(407) 836-1405

SUBJECT: September 18, 2018 – 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

The Environmental Protection Division (EPD) is requesting approval of an 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.

The LCWNCD MSTU currently provides street sweeping services of 80.5 curb miles per week. The County and City now wish to partner to increase the amount of curb miles swept within the lake taxing district, specifically within the City's jurisdiction. Under the Agreement, the County and City agree to add 13.7 curb miles, for a total of 94.2 curb miles swept per week.

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

September 18, 2018 – 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

The County will include sufficient funds in its annual budget to cover the costs of sweeping the City streets 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 City of Belle Isle City Council on August 7, 2018.

ACTION REQUESTED: Approval and execution of 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

JVW/DJ: mg
Attachments

BCC Mtg. Date: September 18, 2018

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 7th, 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



YQ

Exhibit A: Overview Map



Date: 5/4/2018

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Exhibit A: North Side



Date: 5/4/2018

SP

Exhibit A: Southern End



Date: 5/4/2018

JK

Exhibit A: East Side



Date: 5/4/2018

JP

Exhibit A: West Side



Date: 5/4/2018

JK

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
HOMEWOOD 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

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
JINO 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

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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

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