

INTERLOCAL AGREEMENT PROVIDING FOR MUNICIPAL STREET SWEEPING SERVICES

THIS INTERLOCAL AGREEMENT PROVIDING FOR STREET SWEEPING SERVICES (the "Agreement") is made and entered into on this ____ day of _____, 2014 by and between the TOWN OF BELLEAIR, FLORIDA, (hereinafter "BELLEAIR") and the CITY OF LARGO, FLORIDA (hereinafter "LARGO"), both parties being municipal corporations located in Pinellas County, Florida.

WHEREAS, Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969, authorizes local governments to enter into interlocal agreements to enable them to best meet the needs of their citizenry; and

WHEREAS, LARGO and BELLEAIR recognize that street sweeping provides a direct environmental and stormwater management benefit to both municipalities; and

WHEREAS, BELLEAIR desires to implement a more cost effective method for sweeping its municipal streets; and

WHEREAS, LARGO currently operates three street sweepers and has agreed to provide street sweeping services to BELLEAIR in accordance with the terms outlined here.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are hereby fully incorporated by reference.
2. Effective Date. This Agreement shall become effective on the date it is filed with the Clerk of Circuit Court in and for Pinellas County, Florida and shall continue for an initial term of three (3) years. This Agreement may thereafter be extended upon mutual agreement of the parties for up to two (2) additional one (1) year terms. LARGO shall be responsible for the initial filing of this Agreement with the Clerk of Court and any subsequent extensions or renewals.
3. **LARGO RESPONSIBILITIES:**
 - a) LARGO agrees to sweep the streets located within BELLEAIR as depicted on the map attached hereto as "Exhibit A" and incorporated herein by this reference utilizing a regenerative vacuum type sweeper. The provision of street sweeping services will be conducted in accordance with LARGO'S current street sweeping policies and procedures and applicable NPDES MS4 permit requirements, as may be amended from time to time, in LARGO'S sole discretion. LARGO will provide this service only on streets that are the responsibility of BELLEAIR. This specifically excludes any County or Florida Department of Transportation streets or rights-of-way existing within BELLEAIR'S municipal limits.
 - b) LARGO will sweep streets a minimum of one (1) time every month in accordance with applicable federal stormwater requirements. Scheduling of street sweeping shall be in LARGO'S sole discretion. BELLEAIR may request additional street sweeping services from LARGO as needed throughout the Agreement term or any extension thereof. LARGO may approve or deny a request to perform additional services in its sole discretion.

- c) LARGO will be responsible for the disposal of all materials collected from the provision of street sweeping services at the Pinellas County Waste to Energy Facility or another contracted disposal vendor as determined by LARGO in its sole discretion.
- d) LARGO will assign a foreman or a supervisor as a point of contact for provision of these services to BELLEAIR.
- e) LARGO will submit to BELLEAIR a monthly report providing the amount of material collected from BELLEAIR streets for BELLEAIR'S use in NPDES permitting/reporting. An invoice for the services provided will accompany each monthly report.

4. BELLEAIR'S OBLIGATIONS:

- a) BELLEAIR agrees to pay LARGO \$28.04 per lane mile, per month for street sweeping services. Additional street sweeping services provided in accordance with Subsection 3(c) above will be billed at a mutually agreed upon rate to be determined at the time of the request. Invoices will be submitted monthly, on the first day of each month (or on the first business day of the month, whichever is sooner), for services provided during the month immediately preceding. The aforementioned cost per lane mile assessed includes all costs for disposal of the recovered materials and maintenance/management of the street sweeping operation.
 - b) BELLEAIR shall submit payment, in full, in accordance with the Florida Prompt Payment Act. Interest shall accrue on any late payment, or portion thereof, in accordance with the Florida Prompt Payment Act.
 - c) BELLEAIR will assign a point of contact for communication as necessary on matters related to the services to be provided hereunder.
5. Annual Cost Modifier. The rate to be paid by BELLEAIR to LARGO per lane mile swept will be adjusted upward every twelve (12) months according to the Municipal Cost Index (MCI) most recently published by American City & County or by three percent (3%), whichever is greater.
6. Termination and Suspension. This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. In the event either party to this Agreement declares a state of emergency, or is included in or subject to a declaration of state of emergency, this Agreement shall be automatically suspended until such time as both parties agree to recommence the provision of street sweeping services, in whole or in part, in accordance with the terms provided herein.

7. Notices. All notices, requests, demands, deliveries, and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or three (3) days after mailing via registered or certified mail, first class postage pre-paid as set forth below:

If to LARGO:

City of Largo, Florida
Attn: City Manager
201 Highland Avenue
Largo, Florida 33770
Fax # (727) 587-6703

with a required copy to:

City Attorney, City of Largo
201 Highland Avenue
Largo, Florida 33770

If to BELLEAIR:

Town of Belleair, Florida
Attn: City Manager
901 Ponce de Leon Blvd
Belleair, Florida 33756
Fax # (727) 588-3778

with a copy to:

Attorney, Town of Belleair
901 Ponce de Leon Blvd
Belleair, Florida 33756

Either party may change the persons and/or addresses to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

8. Reservation of Rights and Sovereign Immunity. Nothing in this Agreement shall be construed to affect either party's entitlement to sovereign immunity, or any limitation of liability under Section 768.28, Florida Statutes, nor shall this Agreement be construed to create any indemnification by one party of another. This Agreement shall furthermore not be construed to create any agency relationships among the parties or any relationship other than independent contracting entities. Each party shall assume full responsibility and liability for its own actions, including the actions of its employees, agents and officials.
9. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings or conditions, express or implied, oral or written, except as herein contained.
10. Amendments. All amendments hereto shall be in writing and shall not be effective until properly executed by both parties.
11. Assignments. Neither party shall assign or otherwise transfer any of its rights or duties under this Agreement without the express prior written consent of the other party.
12. Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the parties, the remaining provisions of this Agreement or the application of this Agreement to other situations, shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals the day and year first above-written.

CITY OF LARGO,
a Florida municipal corporation

Patricia Gerard, Mayor

REVIEWED AND APPROVED:

ATTEST:

Alan S. Zimmet, City Attorney

Diane Bruner, City Clerk

TOWN OF BELLEAIR,
a Florida municipal corporation

Gary H. Katica, Mayor

APPROVED AS TO FORM:

ATTEST:

Town Attorney

Town Clerk

Exhibit A: Service Area (streets marked in red ink are excluded from the agreement)

PARKS ●

1. Coe Road Park
2. Wildwood Park
3. Fairview Park
4. Barbara Circle
5. Rex Beach
6. Brewster Fields / Tennis Center
7. Hunter Park
8. Grass Plot
9. Pinellas Park
10. DeSoto Park
11. Pine Park
12. Gaienne Park
13. Nature Park
14. Hallett Park
15. Fountain Square
16. Magnolia Park
17. Garden Circle
18. Thompson Park
19. Winston Park

GATEWAYS ●

1. Druid Road Gateway
2. Belleview Gateway
3. Ponce De Leon Gateway
4. Poinsettia Gateway
5. Indian Rocks Road Gateway

FACILITIES ●

1. Town Hall / Police Station
2. Dimmitt Community Center / Garden Club
3. Water Plant
4. Public Services

- Residential
- Golf Course
- Public District

