

RESOLUTION NO. 2009 - 265

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY FLORIDA, APPROVING THE TERMS OF
AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY,
FLORIDA, AND THE CITY OF ST. AUGUSTINE, FLORIDA .**

WHEREAS, St. Johns County, Florida (County) and the City of St. Augustine, Florida (City) desire to establish a mechanism whereby the City shall provide mechanical Street Sweeping Services within the County; and

WHEREAS, the City under this Interlocal Agreement will provide mechanical street sweeping services for Vilano Road, Poplar Avenue, Loja Street, Anahama Drive and Coastal Highway that fall within the Vilano Town Center; and

WHEREAS, the County will be invoiced in an amount not to exceed \$140.85 per cycle on a bi-weekly basis, not to exceed 26 cycles per year as agreed on by the County and the City unless extra work is required and agreed on by both parties; and

WHEREAS, this agreement shall be re-evaluated the first week of June each year; and

WHEREAS, a copy of the Interlocal Agreement is attached hereto, and incorporated as part of this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:**

Section 1. The above recitals are incorporated by reference into the body of this Resolution, and such recitals are adopted as Finds of Fact.

Section 2. That the Board of County Commissioners of St. Johns County, Florida, authorizes the County Administrator to execute the Interlocal Agreement on behalf of the County.

Section 3. To the extent that there are typographical or administrative errors that do not change the tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED THIS 6th DAY OF October
2009.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

BY: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman

RENDITION DATE 10/8/09

**INTERLOCAL AGREEMENT
TO PROVIDE FOR MECHANICAL STREET SWEEPING
SERVICES TO ST. JOHNS COUNTY**

This Agreement is made and entered into by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (“COUNTY”) and the **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (“CITY”):

WHEREAS, the COUNTY finds that it is in the public interest to provide street sweeping services for COUNTY maintained roads, including roads located within the Vilano Town Center; and

WHEREAS, the COUNTY requires assistance from the CITY in providing mechanical street sweeping services for the roads located in the Vilano Town Center; and

WHEREAS, the CITY can provide the mechanical street sweeping services needed by the COUNTY; and

WHEREAS, the parties agree that the COUNTY will fund the cost incurred by the CITY in providing the needed mechanical street sweeping services; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. All Whereas clauses are incorporated into the body of this Agreement.

2. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, *et seq.*, Florida Statutes (hereinafter referred to as the “Act”), and pursuant to powers granted by law to the COUNTY and to the CITY.

3. The parties agree that the CITY shall provide to the COUNTY mechanical street sweeping services for the following roads located in the unincorporated area of the COUNTY known as the Vilano Town Center: Vilano Road, Poplar Avenue, Loja Street, Anahma Drive and Coastal Highway.

4. The parties further agree that the COUNTY will compensate the CITY for the services provided in an amount not to exceed \$140.85 per cycle on a bi-weekly basis, not to exceed 26 cycles per year. Any additional work or compensation requires the prior written approval of the parties.

5. The term of this Interlocal Agreement will commence on the date this Agreement is signed by the later party executing same and shall continue until terminated by the parties in accord with the requirements of this Agreement. The CITY shall commence mechanical street sweeping operations no later than three (3) calendar days after the commencement date.

6. The CITY shall provide the agreed services under the general direction of the COUNTY Public Works Department, Road and Bridge Division, who may be contacted at (904) 209-0246.

7. The parties agree that they will evaluate this Agreement during the first week in June of each succeeding year.

8. Either party may terminate this Agreement by providing written notice to the other party of such termination. The date of termination shall be no sooner than thirty (30) days after receipt of said written notice.

9. A certified copy of this Agreement shall be filed by the City Clerk with the Clerk of the Circuit Court of St. Johns County, Florida, as required by statute.

IN WITNESS WHEREOF, the parties have caused these presents to be executed

by their duly authorized officials on the dates set forth below.

ATTEST:

Clerk of the Board of County
Commissioners of St. Johns
County, Florida

(SEAL)

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____
Michael D. Wanchick, County Administrator

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

ATTEST:

Karen Rogers, CMC, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By: _____
Wm. B. Harriss, City Manager

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY ATTORNEY