

INTERLOCAL AGREEMENT PROVIDING FOR SLOPE MOWING SERVICES

THIS INTERLOCAL AGREEMENT PROVIDING FOR SLOPE MOWING SERVICES (the "Agreement") is made and entered into on this ____ day of _____, 2020 by and between the TOWN OF BELLEAIR, (hereinafter "BELLEAIR") and the CITY OF CLEARWATER, FLORIDA (hereinafter "CLEARWATER"), 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, authorized local government to enter into Interlocal agreements to enable them to best meet the needs of their citizenry; and

WHEREAS, CLEARWATER and BELLEAIR recognize that slope mowing provides a direct environmental and vegetation management benefit to both municipalities; and

WHEREAS, BELLEAIR desires to implement a more cost effective method for maintaining vegetation on its sloped grades; and

WHEREAS, CLEARWATER currently operates one (1) slope mower and has agreed to provide slope mowing services to BELLEAIR in accordance with the terms outlined here.

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. CLEARWATER shall be responsible for the initial filing of this Agreement with the Clerk of Court and any subsequent extensions or renewals.
3. CLEARWATER RESPONSIBILITIES:
 - a. CLEARWATER agrees to mow the slopes located within BELLEAIR as depicted on the map attached hereto as "Exhibit A" and incorporated herein by this reference utilizing a Mower Max Slope Mower, or equitable substitute if approved by both parties. The provision of slope mowing services will be conducted in accordance with CLEARWATER'S current slope mowing policies and procedures and may be amended from time to time, in CLEARWATER'S sole discretion. CLEARWATER will provide this service only on slopes that are the responsibility of BELLEAIR. This specifically excludes any County or Florida Department of Transportation lands existing within BELLEAIR'S municipal limits.

- b. CLEARWATER will slope mow a minimum of two (2) times annually in accordance with applicable maintenance standard requirements. Scheduling of slope mowing shall be coordinated between both CLEARWATER and BELLEAIR.
- c. CLEARWATER will assign a foreman or a supervisor as a point of contact for provision of these service to BELLEAIR.

4. BELLEAIR'S OBLIGATIONS:

- a. BELLEAIR agrees to pay CLEARWATER \$1280.21 PER INSTANCE FOR SLOPE MOWING SERVICES DURING THE WEEK AND \$1584.21 ON THE WEEKEND. 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 slope mowing service assessed includes all cost for maintenance/management of the slope mowing operations.
- b. BELLEAIR may request additional slope mowing services and will pay for such work at the rate listed above. This cost per slope mowing service assessed includes all cost for maintenance/management of the slope mowing operation.
- c. 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.
- d. 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 amounts paid by BELLEAIR to CLEARWATER per mowing service will be adjusted every twelve (12) months according to the Municipal Cost Index (MCI) MOST RECENTLY PUBLISHED BY American City & County.
- 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, demand, deliveries, and other communications which are required or permitted under the Agreement shall be in writing and shall be deemed to have been duly given when delivered personally/electronically or three (3) days after mailing via register or certified mail, first class postage pre-paid as set forth below:

If to CLEARWATER:
City of Clearwater, Florida
Attn: City Manager
P.O. Box 4748
Clearwater, Florida 33756

If to BELLEIAR:
Town of Belleair, Florida
Attn: Town Manager
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 the 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 part or another. The 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 expressed 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 expressed 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 the 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 CLEARWATER
a Florida municipal corporation

Frank Hibbard, Mayor

REVIEWED AND APPROVED:

City Attorney

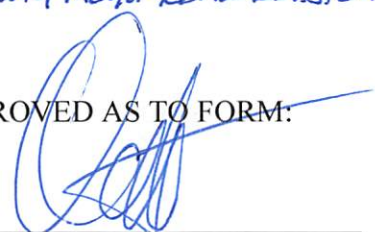
ATTEST:

City Clerk

TOWN OF BELLEAIR,
a Florida municipal corporation


~~Gary H. Katica, Mayor~~
Deputy Mayor Kerla Ruttschatt

APPROVED AS TO FORM:



David Ottinger, Town Attorney

ATTEST:



Christine Nicole, Town Clerk

EXHIBIT A

