

MEMORANDUM

Date: December 22, 2021

To: Max Royle, City Manager

From: William Tredik, P.E., Public Works Director

Subject: A1A Beach Boulevard Street Sweeping
Interlocal Agreement with City of St. Augustine

BACKGROUND

The City of St. Augustine Beach currently operates a Municipal Separate Storm Sewer System (MS4) to collect and convey stormwater that discharges to surface waters of the state. The City of St. Augustine Beach operates its MS4 under the requirements of its National Pollutant Discharge Elimination System (NPDES) permit, issued by the Florida Department of Environmental Protection (FDEP).

To maintain compliance with the terms of its NPDES permit, the City of St. Augustine Beach must meet minimum control measures in the following categories:

1. Public Education and Outreach
2. Public Participation/Involvement
3. Illicit discharge Detection and Elimination
4. Construction Site Stormwater Runoff Control
5. Post-construction Stormwater Management in New Development and Redevelopment
6. Municipal Operator Pollution Prevention and Good Housekeeping

Under Control Measure No. 6, the City of St. Augustine Beach must demonstrate good housekeeping best management practices (BMPs) in the following areas:

- Routine maintenance of drainage structures
- Routine maintenance of swales
- Street Sweeping of A1A Beach Boulevard
- Urban Forestry Program
- Training

Specifically, the street sweeping BMP requires that the City of St. Augustine Beach perform regular monthly street sweeping of the A1A Beach Boulevard commercial corridor from Pope Road to S.R. A1A. The City of St. Augustine Beach has historically used a private sweeping contractor to meet this BMP.

DISCUSSION

Due to the limited length of street sweeping required within the City of St. Augustine Beach, it has proven difficult to attract contractors to perform this function. Additionally, over the past year, the current contractor has become less consistent in completing the street sweeping on a monthly basis and has missed multiple required sweepings. Additionally, on multiple occasions insufficient quality of the sweeping performed necessitated the City of St. Augustine Beach requiring the contractor to resweep the street. As such – and in order to maintain compliance with the NPDES permit – staff began investigating alternatives to meet the street sweeping BMP.

The City of St. Augustine is also an operator of an MS4, and as such, shares the NPDES requirement to perform street sweeping. City of St. Augustine Beach staff began discussions with City of St. Augustine staff to determine opportunities for cooperation to jointly meet our respective street sweeping BMPs.

The City of St. Augustine recently purchased new street sweeping equipment and has offered to incorporate the sweeping of A1A Beach Boulevard into its sweeping schedule at a cost of \$200 per sweeping event. This cost per sweeping event is fair and appropriate and is consistent with the historical cost the City of St. Augustine Beach has paid for sweeping events. Additionally, The City of St. Augustine Beach would have the opportunity to periodically sweep additional areas upon mutual agreement of appropriate compensation by both parties.

Attached is a draft interlocal agreement providing terms for the City of St. Augustine to provide street sweeping services to the City of St. Augustine Beach. The City Attorney has reviewed the agreement and stated no objections. The agreement can be terminated by either party at any time with 30 days written notice.

The opportunity to work in cooperation with the City of St. Augustine to meet our mutual street sweeping BMP obligations has the following advantages:

- Increased consistency of street sweeping and increased NPDES compliance
- Increased quality of sweeping events
- Ability to increase frequency of sweeping if needed
- Ability to sweep other areas as needed
- Similar cost to private contracting

RECOMMENDED ACTION

Approve an Interlocal Agreement between the City of St. Augustine Beach and the City of St. Augustine to provide mechanical street sweeping services.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ST. AUGUSTINE BEACH
AND THE CITY OF ST. AUGUSTINE TO PROVIDE FOR
MECHANICAL STREET SWEEPING SERVICES**

This Agreement is made and entered into by and between the **CITY OF ST. AUGUSTINE BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("BEACH") and the **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"):

WHEREAS, the BEACH finds that it is in the public interest to provide street sweeping services for A1A Beach Boulevard from Pope Road to the intersection of A1A Beach Boulevard and State Road A1A located within the city limits of St. Augustine Beach; and

WHEREAS, the BEACH requires assistance from the CITY in providing mechanical street sweeping services for said road located in the city limit of the BEACH; and

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

WHEREAS, the parties agree that the BEACH 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 BEACH and to the CITY.
3. The parties agree that the CITY shall provide to the BEACH mechanical street sweeping services for A1A Beach Boulevard from Pope Road to the intersection of A1A Beach Boulevard and State Road A1A.
4. The parties further agree that the BEACH will compensate the CITY for the services provided in an amount of \$200.00 per event. Any additional work or compensation requires the prior written approval of the parties. Cost will annually increase based on the cost-of-living index.
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 fourteen (14) calendar days after the commencement date.
6. The CITY shall provide the agreed services under the general direction of the BEACH Public Works Department, who can be contacted at (904) 471-1119.
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.

**CITY OF ST. AUGUSTINE BEACH,
FLORIDA**, a municipal corporation

ATTEST:

Beverly Raddatz, City Clerk

(SEAL)

By: _____
Margaret England, Mayor

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

By: _____
Tracy Upchurch, Mayor

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY