

RESOLUTION 2021-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE EQUIPMENT SHARING INTERLOCAL AGREEMENT WITH THE CITY OF TREASURE ISLAND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to utilize the provisions of the "Florida Interlocal Cooperation Act of 1969," of Section 163.01, Florida Statutes.

WHEREAS, F.S. 163.01 (2) permits "local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities."

WHEREAS, the City of St. Pete Beach desires to join with the City of Treasure Island in the Equipment Sharing Interlocal Agreement to provide optimal community services in the most effective and efficient manner possible.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

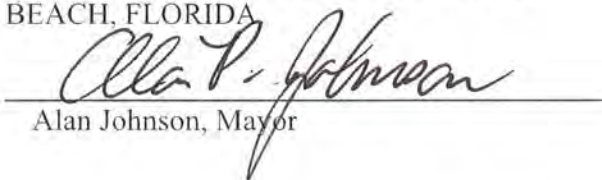
SECTION 1. Recitals. The above recitals ("Whereas" clauses) are true and correct and adopted hereby as findings, purpose and intent of the City Commission.

SECTION 2. The City Commission hereby authorizes the City Manager of the City of St. Pete Beach to execute the Equipment Sharing Interlocal Agreement with the City of Treasure Island, attached as Exhibit A.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS 19 **DAY OF** OCTOBER, 2021.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA



Alan Johnson, Mayor

ATTEST:



Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Andrew Dickman, City Attorney

EQUIPMENT SHARING INTERLOCAL AGREEMENT

This Equipment Sharing Interlocal Agreement (“Agreement”) is made and entered into as of this 1st day of November, 2021, (“Effective Date”) by the CITY OF ST. PETE BEACH and the CITY OF TREASURE ISLAND to establish shared equipment resources. The City of St. Pete Beach and the City of Treasure Island shall be referred to collectively as the “Parties.”

WHEREAS, this Agreement is made and entered between the Parties pursuant to Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969”; and

WHEREAS, Section 163.01(2), Florida Statutes, permits “local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and”

WHEREAS, the City of St. Pete Beach desires to ensure “an optimal quality of life for its community” and the City of Treasure Island desires to be “good fiscal and environmental stewards of our community, while providing responsive, high-quality public services” as set forth in their respective Vision and Mission Statements; and

WHEREAS, the Parties are neighboring small coastal communities, with the City of Treasure Island having a population of approximately 6,705 residents and the City of St. Pete Beach having a population of approximately 9,587 residents; and

WHEREAS, the Parties have many of the same needs as larger municipalities, but significantly fewer resources; and

WHEREAS, the Parties desire to pool their resources to be able to purchase equipment that will serve public projects in both jurisdictions; and

WHEREAS, one Party has certain equipment that it is willing to share with the other Party for its use on public projects within its jurisdiction; and

WHEREAS, the Parties desire to join together in this Agreement to provide optimal community services in the most effective and efficient manner possible.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the mutual advantages to be realized by the Parties, the City of St. Pete Beach and the City of Treasure Island agree as follows:

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Scope of Services. The purpose of this Agreement is to gain the benefits of owning equipment that might exceed what each City could afford or fully utilize individually. Both Parties will benefit from the purchase of, refurbishing of, or sharing of equipment, including but not limited to, a thermostripping machine, beach clean-up equipment, barge, and vacuum truck.
3. Effective Date and Term of Agreement. This Agreement will be effective upon full execution and will remain in effect for a period of five (5) years. This Agreement will automatically renew for a second five (5) year term, unless one of the Parties provides the other party written notice of its intent not to renew.
4. Equipment Purchase, Cost Sharing, and Usage. The City Manager, or designee, of each City shall agree in writing to the specific equipment to be purchased, refurbished, or shared with the appropriate authorization granted, the amount each City will contribute to the total cost and timing of that contribution, the specific responsibilities of each City for claiming, tracking and reporting the asset, training, maintenance, and storage of the equipment, the availability of the equipment to each City for ongoing use, the amount of insurance and payment of such insurance if needed, and the responsibility of each City for the disposition of the equipment at the end of its useful life ("City Manager Equipment Agreement"). It is anticipated that each City will operate the purchased, refurbished or shared equipment when the equipment is being used in its jurisdiction, unless otherwise specified by the City Manager. Before the disposition of any equipment purchased, refurbished or shared under this Agreement, the Party seeking disposition shall offer the equipment to the other Party for donation or sale depending on the reasonable value of the equipment at the time of disposition.
5. Additional Equipment Purchase. The City Manager, or designee, of each City may add additional equipment purchases to this Agreement as long as the purchases are mutually agreed upon by both Parties in writing and appropriate purchase authorization has been granted. These additional purchases shall be consistent with each City Manager's or designee's, spending authorization or approved funding of their respective City's budget.
6. Compliance with Laws and Indemnification. Both Parties agree to comply with all federal, state, and other applicable laws relating to the employees, including, but not limited to Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair Labor Standards Act, Chapter 447 and 760, and ss. 112.3187, 440.105, and 440.205, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the limitations set forth in F.S. § 768.28 by either the City of Treasure Island or the City of St. Pete Beach. Nothing herein shall be constructed as consent by either the City of Treasure Island or the City of St. Pete Beach to be sued by third parties in any manner arising out of this Agreement.

7. Amendments. This document and its exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties. The respective City Managers of both Parties, through mutual consent and in writing, may amend the City Manager Equipment Agreement for each piece of equipment purchased, refurbished, or shared through this Agreement. Except as otherwise provided herein, this Agreement may be amended or modified only in writing signed by all Parties hereto.

8. Termination. The respective City Manager of either party may terminate the ongoing ownership of specific equipment purchased, refurbished, or shared through this Agreement by submitting their intent to terminate with ninety (90) days written notice to the other City Manager, while keeping the Agreement in place for other shared equipment, if applicable. The City Managers shall agree to payout for the purchased, refurbished, or shared equipment and the timing of that payout and transfer full ownership of such equipment to the specified Party upon termination.

9. Filing of Agreement. This Agreement will be filed with the Clerk of the Circuit Court, as provided in Section 163.01 (11), Florida Statutes.

10. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

<p>As to the City of Treasure Island: City Manager City of Treasure Island 120 108th Avenue Treasure Island, FL 33706</p> <p>With Copy To: jcowan@mytreasureisland.org</p>	<p>As to the City of St. Pete Beach: City Manager City of St. Pete Beach 155 Corey Avenue St. Pete Beach, FL 33706</p> <p>With Copy To: cityattorney@stpetebeach.org</p>
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- Either party may provide notice of a change of address or email to the other party and the change of address or email notice is effective upon receipt.

11. Conflicts and Severability. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

12. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed

according to the laws of Florida, and venue for any action arising here from shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

13. Assignment. This Agreement shall be binding upon the Parties, their successors, assignees, and legal representatives. Neither party shall assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the Parties.
14. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned, and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
15. Public Records. This Agreement and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of Treasure Island:

Signature: _____

By: Amy Davis

Its: City Manager

Date: _____


ATTEST:

Ruth Nickerson
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jennifer Cowan
City Attorney

City of St. Pete Beach:

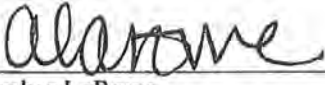
Signature:  _____

By: Alex Rey

Its: City Manager

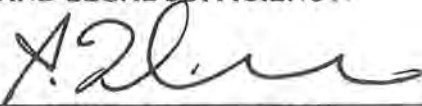
Date: 10 / 2 / 21

ATTEST:



Amber LaRowe
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Andrew Dickman
City Attorney

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City of Treasure Island:

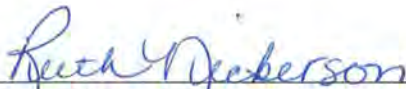
Signature: 

By: Amy Davis

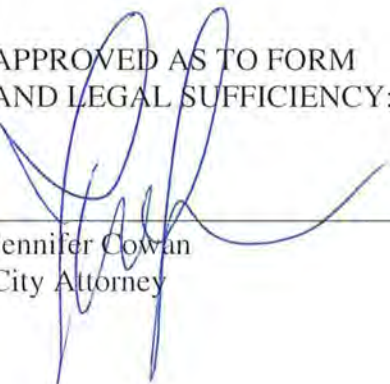
Its: City Manager

Date: 10/20/2021

ATTEST:


Ruth Nickerson
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Jennifer Cowan
City Attorney

City of St. Pete Beach:

Signature: _____

By: Alex Rey

Its: City Manager

Date: _____

ATTEST:

Amber LaRowe
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Andrew Dickman
City Attorney