

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	August 15, 2006	Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>
		Public Hearing <input type="checkbox"/>	
Submitted By:	Water Utilities Department		
Submitted For:	Water Utilities Department		

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement with the Palm Beach County School Board for the operation and maintenance of water and wastewater treatment facilities.

Summary: The Palm Beach County School Board currently owns and operates four (4) small water and wastewater treatment facilities. The School Board has requested that the Department provide operation and maintenance services for the Jupiter Farms Elementary School water and wastewater treatment plants, Loxahatchee Groves Elementary School wastewater treatment plant, and the Town and Country Feed & Supply water treatment plant. Under this Agreement, the Department will operate and maintain these facilities for five (5) years. The School Board will pay the Department for all direct costs plus a 25% general and administrative charge. Costs for the first year are projected to be \$161,380.64. Charges for subsequent years will be adjusted by the U.S. Department of Labor's Consumer Price Index for "All Urban Consumers, Water and Sewerage Maintenance". Capital improvements required at the facilities are not included in this Agreement. Either party may cancel the Agreement with a 30-day written notice.

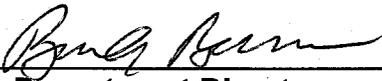
Districts 1 and 6

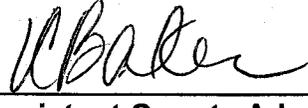
(MJ)

Background and Justification: The Water Utilities Department currently provides contract operations and maintenance services for water and wastewater treatment plants owned by Seminole Improvement District and the Department of Airports. The School Board requests the Department provide similar services for four (4) of their treatment facilities. Under the terms of this Agreement, the Department will provide operations and maintenance services for five (5) years. The School Board will pay for all direct costs plus a 25% general and administrative fee. Water Utilities Department staff will make scheduled routine visits for operation and maintenance purposes, provide necessary chemicals, provide testing services, and insure that the facilities meet permit requirements. Any additional services that may be requested by the School Board will be billed for direct costs plus 25%.

Attachments:

1. Three (3) Original Interlocal Agreements
2. Location Map

Recommended By:  8/2/06
 Department Director Date

Approved By:  8/11/06
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	0	0	0	0	0
External Revenues	(\$161,381)	(\$167,836)	(\$174,549)	(\$181,531)	(\$188,792)
Operating Expenses	129,105	134,269	139,639	145,225	151,034
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	\$(32,276)	\$(33,567)	\$(34,910)	\$(36,306)	\$(37,758)
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4000 Dept 720 Unit 4200 Object 4369

Is Item Included in Current Budget? Yes No Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The School Board will compensate the Department for operation and maintenance services. Estimated revenue for 2007-2010 assumes a CPI increase of 4% each year.

C. Department Fiscal Review: Debra M West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Debra M West 8-9-06
OFMB
ack 8-8-06
MD
DM 8-4-06

Debra M West
Contract Development and Control
8/10/06

B. Legal sufficiency:

WJW 8/10/06
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE
SCHOOL BOARD OF PALM BEACH COUNTY FOR THE OPERATION AND
MAINTENANCE OF WATER AND WASTEWATER TREATMENT FACILITIES**

This Agreement is made and entered into this 20th day of July, 2006, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the School Board of Palm Beach County, Florida, an agency located in Palm Beach County, Florida ("School Board".)

WITNESSETH:

WHEREAS, the School Board currently owns and operates certain water and wastewater treatment facilities in Palm Beach County; and

WHEREAS, the School Board desires to have the County operate and maintain these water and wastewater facilities and to compensate the County for these services; and

WHEREAS, the County, through its Water Utilities Department ("WUD"), agrees to operate and maintain the Facilities to better serve the citizens of the County.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby covenant and agree:

1. Recitals.

The recitals set forth above are true and correct and form a part of this Agreement.

2. Definitions.

A "Facilities" means certain water and wastewater facilities owned and/or managed by the School Board, which are more fully described in **Exhibit "A"** to this Agreement, which is attached hereto and incorporated herein.

B. "O & M Services" or "Operation and Maintenance Services" means those services described in the Scope of Work, which is attached hereto as **Exhibit "B"** to this Agreement and incorporated herein.

C. "At Cost" means the current applicable direct cost of all equipment, labor, fringe benefits, and materials used to perform a defined task plus a 25% general and administrative fee.

3. Effective Date/Term.

This Agreement shall become effective upon approval of both parties. The Effective Date of this Agreement shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners. This Agreement shall begin on the Effective Date and shall continue for a term of five (5) years. This Agreement may be renewed for an additional term upon execution of an amendment by both parties. Should County wish to extend this Agreement, County shall present to the School Board an amendment to this Agreement, containing updated O & M costs, prior to the expiration of this Agreement, and said amendment shall be executed by both parties prior to the County performing the O & M Services in subsequent years. Either party may cancel this Agreement during the term by providing the other party with 30-day written notice.

4. Fees for Operation and Maintenance Services.

The cost of the O & M Services to the Facilities by County for the first year of this Agreement shall be \$161,380.64. A summary of these costs is found in **Exhibit "C"**, which is attached hereto and incorporated herein. This amount includes all labor costs for the O & M Services to the Facilities and the provision of required chemicals (excluding electricity) required for O & M Services. The County shall provide an invoice on a quarterly basis in arrears after the Effective Date of this Agreement, and the invoice shall be paid by the School Board within thirty (30) days of receipt of said invoice. The O&M costs at **Exhibit "C"** shall be increased or decreased on each anniversary of the Effective Date based on the U.S. Department of Labor's Consumer Price Index-All Urban Consumers, Water and Sewerage Maintenance, as of the immediately preceding June 30th.

5. Additional Services.

The School Board may request the County to perform additional services not within the scope of the O & M Services. Additional services may include repairs to the Facilities, engineering, repairs to the water distribution and wastewater collection systems and other similar services, as well as all costs associated with obtaining and renewing permits and licenses. All requests for additional services shall be submitted in writing to the County. If agreed to by the County, the County shall perform such additional services, and shall bill for such services on an "at cost" basis. The County shall invoice the School Board monthly for all additional services rendered, and said invoices shall be payable within thirty (30) days of date of the invoice.

6. Capital Improvement Costs.

This Agreement does not include any capital improvement services or costs. The County is capable of assisting in any future capital projects at the Facilities, and will submit cost estimates for said projects upon request of the School Board.

7. Default.

The occurrence of any of the following shall be a default of this Agreement:

A. The failure by School Board to pay any fee, charge, or invoice to the County within thirty (30) days of the day upon which such fee, charge, or invoice becomes due.

B. The failure by the County to perform its agreed upon services under this Agreement, if such failure is not cured within thirty (30) days of receipt of written notice from School Board specifying the nature of the default. If such default cannot reasonably be cured within the thirty (30) day period, and the County is diligently pursuing a cure of the default, the default period shall be extended to such time as the default could be reasonable cured.

8. Notice.

Any notice given under the provisions of this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail to:

County:	School Board:
Director	Director of Purchasing
Water Utilities Department	Palm Beach County School Board
P O Box 16097	3300 Forest Hill Boulevard, Suite 323
West Palm Beach, FL 33416-6097	West Palm Beach, FL 33406

9. Contact Persons.

County:

James D. Shamblin, Director of Operations and Maintenance

Hours: Monday-Friday, 7AM-4PM

Phone(s) 561-493-6031 (office)

561-373-8765 (cell)

Robert Dobrodziej, Plant Superintendent

Hours: Monday-Friday, 6AM-2PM

Phone(s) 561-801-6272 (cell)

School Board:

Stacey Marshall, Team Leader

Maintenance and Plant Operations

Hours: Monday-Friday, 7AM-4PM

Phones(s) 561-687-7061 (office)

561-662-7187

10. Indemnification/Insurance.

- A. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend and hold harmless the School Board against any actions, claims or damages arising out of the County's negligence in connection with this Agreement, and the School Board shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the School Board's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The provisions of this indemnification clause shall survive termination of this Agreement.
- B. Without waiving the right to sovereign immunity as provided by Florida Statutes, Section 768.28, both parties acknowledge to be either insured or self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$100,000 per person and \$200,000 per occurrence; or such monetary waiver limits that may change and be set forth by the legislature. Both parties shall provide a certificate evidencing such coverage to the other party upon request.

11. Venue/Enforcement Costs.

Any litigation arising from or relating to this Agreement shall be governed by the laws of the State of Florida and venue in any such proceeding shall be exclusively in Palm Beach County, Florida. Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Agreement shall be borne by the respective parties.

12. Entirety of Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, with respect to matters contained herein.

13. Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one (1) and the same instrument.

14. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

15. Nondiscrimination.

The County and the School Board agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

16. Joint Preparation.

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial interpretation, be construed more severely against one of the parties than the other.

17. Waiver.

No waiver of any provision(s) of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

18. Survivability.

Any provision of this Agreement which is a continuing nature or imposes an obligation which extends beyond the expiration or termination of this Agreement shall survive its expiration or termination.

19. Filing.

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have set their hands and seals on the date indicated above.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Budy Bann
Department Director

THE SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA

WITNESS:
Carol Keller

By: [Signature]
Chairman

WITNESS:
[Signature]

By: [Signature]
Superintendent

REVIEWED AND APPROVED AS TO
LEGAL FORM

By: Blessi Lupo 7/18/06
Legal Counsel to the School Board

EXHIBIT A
WATER AND WASTEWATER FACILITIES

<u>Facility / Address</u>	<u>Plant Type (s)</u>
A. Jupiter Farms Elementary School 17400 Haynie Lane Jupiter, FL 33478	0.030 MGD Wastewater Plant (DER No. FLA 013664) 0.060 MGD Nano Filtration Water Plant (PWSID No.4504664)
B. Loxahatchee Grove Elementary School 16020 Okeechobee Blvd. Loxahatchee, FL 33470	0.020 MGD Wastewater Plant (DER No. FLA013700)
C. Town and Country Feed & Supply 16133 Jupiter Farms Road Jupiter, FL	63 GPM Granular Activated carbon Water Treatment Plant (PWSID No. 4504460)

EXHIBIT B

SCOPE OF WORK

Water Utility Department Personnel will visit the contracted facilities as follows:

Jupiter Farms Water Plant:	5 visits per week + 1 weekend visit / contracted duration of visit: 1 hour
Jupiter Farms Wastewater Plant:	5 visits per week + 1 weekend visit / contracted duration of visit: 1 hour
Loxahatchee Groves WWTP:	5 visits per week + 1 weekend visit / contracted duration of visit: 1 hour
Town & Country Water Plant:	3 visits per week / contracted duration of visit: 1 hour

Permit requirements will be performed during the duration of each visit. The tasks will include, but will not be limited to:

Water Plants

- Plant Housekeeping as needed
- Mechanical check of equipment
- Water Softener operation and maintenance – every visit
- Raw water well operation and maintenance – as needed
- Chemical feed systems operation and maintenance – as needed
- Obtain and log plant and remote chlorine residual(s) – every visit
- Obtain and log ph units – every visit
- Obtain and log flow, pressure and conductivity readings every visit
- Log any significant events relative to plant operation and process control
- Monthly reporting and certification to Regulatory Agencies (Health Department, FDEP, etc.)

Wastewater Plants

- Housekeeping as needed
- Operation & maintenance of all equipment – every visit
- Obtain and log flow readings – every visit
- Obtain and log PH units – every visit
- Obtain and log chlorine residual – every visit
- Obtain and log DO readings as necessary for process control
- Monthly testing: CBOD, TSS, Fecal Coliform, Nitrates and total phosphorous
- Monthly reporting and certification to Regulatory Agencies (Health Department, FDEP, etc.)
- Log any significant events relative to plant operation and process control

EXHIBIT "C"
OPERATION AND PREVENTATIVE MAINTENANCE COSTS

I.	LABOR AND ASSOCIATED COSTS		
	A. Utility Plant Operator		
	Labor @ \$23.17 x 2,080 hours/yr	\$48,193.60	
	Fringe Benefits @ 46% of "labor" amount (FICA, FICA Medicare, Retirement, Life & Health Insurance, Workers Compensation	22,169.05	
	Uniforms and Safety Shoes	<u>442.60</u>	
		\$ 70,805.26	
	% of time allocated to School Board 75%		\$53,103.94
	B. Utility Plant Mechanic and/or Electrician/Maintenance Supervisor		
	Labor @ \$28.94 x 2,080 hours/yr	\$60,195.20	
	Fringe Benefits @ 46% of "labor" amount (FICA, FICA Medicare, Retirement, Life & Health Insurance, Workers Compensation	27,689.79	
	Uniforms and Safety Shoes	<u>442.60</u>	
		\$ 88,327.59	
	% of time allocated to School Board 10%		\$ 8,832.76
	C. Water & Wastewater Plant Superintendent/Chief Operator		
	Labor @ \$39.84 x 2,080 hours/yr	\$82,867.20	
	Fringe Benefits @ 46% of "labor" amount (FICA, FICA Medicare, Retirement, Life & Health Insurance, Workers Compensation	38,118.91	
	Uniforms and Safety Shoes	<u>442.60</u>	
		\$121,428.71	
	% of time allocated to School Board 20%		\$24,285.74
II.	LABORATORY COSTS		
	As required by operating permit		\$28,270.30
III.	EQUIPMENT AND ASSOCIATED COSTS		
	(1) ¾ ton pickup @ \$175.81/month	\$2,109.72	
	Average O&M Cost per mile @ \$0.39 x 23,475 miles (313 days @ 75 miles/day)	9,155.25	
			\$11,264.97
IV.	EXPENDABLE SUPPLIES		
	Liquid Chlorine 1,200 gallons @\$0.764/gal	\$ 916.80	
	Chlorine Tablets 800 pounds @ \$1.77/lb	1,416.00	
	Caustic Soda 150 pounds @ \$2.56/lb	384.00	
	Anti-Scalant 30 gallons @ \$21.00/gal	630.00	
	Total Expendable Supplies	<u>\$ 3,346.80</u>	
			\$129,104.51
V.	GENERAL AND ADMINISTRATIVE OVERHEAD @ 25%		<u>32,276.13</u>
	TOTAL FIRST YEAR COSTS		\$161,380.64



**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Attachment 2

Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- - - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ⊕ Wetlands



NOT TO SCALE

