

AGENDA

CITY OF VALPARAISO & Valparaiso Cable Authority Joint Meeting

465 Valparaiso Parkway

Valparaiso, Florida

850-729-5402

Special Meeting

January 5, 2014

6:00 PM

1. Sanitation Vehicle Purchase
2. Florida League Of Cities Correspondence

CITY OF VALPARAISO, FLORIDA – PUBLIC WORKS

MEMORANDUM

DATE: December 31, 2014

TO: Honorable Mayor and Board of Commissioners

FROM: James Valandingham, Public Works Director 

SUBJECT: January 5, 2015 Special meeting Sanitation vehicle purchase

RECOMMENDATION:

That the Mayor and Board of Commissioners approve the purchase of a 2013 model grapple boom loader in the amount of \$135,983 as itemized on competitively bid contract number HT11-12 through HGACBuy and allow for proper sale/disposal of existing 2000 model year grapple boom truck in accordance with current City policy.

BACKGROUND:

An accident on November 25, 2014 involving vehicle #7, a 2009 model tractor trailer style grapple boom, triggered a series of events which resulted in re-evaluation of the methods utilized to pick up yard debris within the city. During the regularly scheduled December 8, 2014 meeting of the Valparaiso City Commission Public Works requested the BOC approve the purchase of a new grapple boom truck. As a result, Commissioner Browning was tasked with providing his recommendation to the BOC at the January 2015 meeting.

ACTION TAKEN:

The City of Valparaiso Public Works Department has analyzed the current method of yard debris removal by reviewing existing equipment and procedures and comparing them to newer, safer equipment and procedures currently used by many other municipalities and privately owned companies. Risk Control Consultants from our insuring entity, Florida League of Cities, inspected the damaged vehicle and provided written recommendations for your consideration, including a change in equipment to a single axle truck.

SUMMARY:

Purchasing the new single axle truck will allow for improved operations by:

- Lowering travel height of primary vehicle used in yard debris removal to 11feet.
- Providing safer conditions by allowing the operator to ride in the vehicle cab between stops and step onto a flat platform behind the cab to use boom controls after the truck has come to a complete stop.
- Allowing class B CDL driver to drive truck (vs. class A).
- Improving vehicle maneuverability throughout the City.
- Upon proper repairs and restoration to factory specifications; utilizing the 2009 Grapple Loader for special waste pickup and as a backup vehicle for yard debris pickup; thereby upgrading the Sanitation fleet.



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

HT11-12

Date Prepared:

23-Jul

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Valparaiso, FL	Contractor:	Houston Freightliner, Inc
Contact Person:	James Valandingham	Prepared By:	Michael McCarthy
Phone:	850-389-2095	Phone:	713-580-8122
Fax:		Fax:	713-676-1603
Email:	vpw@valp.org	Email:	Mike.McCarthy@STRHouston.com

Product Code:	F3	Description:	2013 Freightliner M2 106
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 76238

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Allison 3500 RDS	included	Air Driver Seat	included
255" Wheelbase	included	2 Man Passenger Seat	included
Wabco SS-1200 Air Dryer	included	Engine Block Heater 1000 Watt	included
Air Conditioner	included		
AM/FM Radio	included		
1/4" Frame Liner	included		
11/32x3.5x10-5/16	included		
Single Air Horn Roof Mtd	included	Special - PacMac KBF-20H-HJ with TKB1824	58745
Cummins ISL 270	included		
Air Cab Mounts	included		
			Subtotal From Additional Sheet(s):
			Subtotal B: 58745

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
			Subtotal From Additional Sheet(s):
			Subtotal C: 0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	134983	=	Subtotal D:	134983
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
			Subtotal F: 0

Delivery Date: **G. Total Purchase Price (D+E+F):** 135983



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *City Of Valparaiso, Florida, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *465 Valparaiso Parkway, Valparaiso, Florida 32580

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *01/05/2015 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 10/01/2014 and ends * 09/30/2015. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*** City of Valparaiso**

Name of End User *(local government, agency, or non-profit corporation)*

*** 465 Valparaiso Parkway**

Mailing Address

* Valparaiso FL 32580

City State ZIP Code

*By:

Signature of chief elected or appointed official

*** John B. Arnold, Jr. Mayor 01/05/2015**

Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: City of Valparaiso County Name: Okaloosa
(Municipality/County/District/etc.)

Mailing Address: 465 Valparaiso Parkway Valparaiso FL 32580
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (850) 729-5402 FAX Number: (850) 678-4553

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.valp.org

Official Contact: James Valandingham Title: Public Works Director
(Point of Contact for HGACBuy Interlocal Contract) Ph No.: (850) 729-5407 - _____
Mailing Address: 465 Valparaiso Parkway Fx No. : (850) 678-4553 - _____
(Street Address/P.O. Box) E-Mail Address: vpw@valp.org
Valparaiso FL 32580
(City) (State) (ZIP Code)

Authorized Official: John B. Arnold, Jr. Title: Mayor
(Mayor/City Manager/Executive Director etc.) Ph No.: (850) 729-5402 - _____
Mailing Address: 850 Fx No. : (850) 678-4553 - _____
(Street Address/O.O. Box) E-Mail Address: mayor@valp.org
Valparaiso FL 32580
(City) (State) (ZIP Code)

Official Contact: Tammy Johnson Title: City Clerk
(Purchasing Agent/Auditor etc.) Ph No.: (850) 729-5402 - _____
Mailing Address: 465 Valparaiso Parkway Fx No. : (850) 678-4553 - _____
(Street Address/O.O. Box) E-Mail Address: cityclerk@valp.org
Valparaiso FL 32580
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

* denotes required fields



Florida League of Cities

Department of Insurance and Financial Services

Risk Control

PO Box 530065
Orlando, FL 32853-0065
800-445-6248
407-425-9142
Suncom 344-9378
Fax 407-425-9378

Health Claims
PO Box 538140
Orlando, FL 32853-8140
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

WC Claims
PO Box 538135
Orlando, FL 32853-8135
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

Property/Liability Claims
PO Box 538135
Orlando, FL 32853-8135
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

December 12, 2014

Mr. James Valandingham
Public Works Director
City of Valparaiso
600 Valastics Avenue
Valparaiso, FL 32580

Dear Mr. Valandingham:

On December 10th, 2014, a meeting was held to review the circumstances involving the accident involving the 2000 Ford F750XL Super Duty Lightning Loader Grapple Truck. Also in attendance was Sam Slay, Risk Control Consultant with the FLOC and Deputy Public Works Director Nathan Kelly. The purpose of the meeting was to develop options to reduce the potential for accident reoccurrence.

As part of the meeting, we discussed the advantages/disadvantages regarding the Lightning Loader Grapple Truck in comparison with a straight Grapple Truck. During the replacement vehicle decision process; the following is provided for consideration:

- The straight truck allows the employee(s) to be inside the vehicle cab with seatbelts, providing better safety during potential motor vehicle accidents.
- The straight truck is usually shorter, allowing better access and maneuverability in narrow streets or streets with heavy vehicle parking.
- Although the operator does need to transverse from the cab to the external controls, the straight truck has wider steps and better handrails, reducing the fall exposures inherent the Lightning Loader's Operator's cab.
- The vehicle height of the straight truck is usually lower, making it less likely to strike low hanging branches or overhead utility lines.

The primary disadvantage to the straight truck is that the operator has to leave the cab and egress the control's area, requiring additional time, (the operator cannot stand by the controls while the vehicle is in motion) however; the straight truck operator can mount and dismount the vehicle easier when closer or different visual angles are needed prior to a pick.

Should you have any questions or if we can be of additional service, please contact Sam Slay at 1-850-596-7335 or sslay@flcities.com.

Sincerely:

Kenneth J. Blaser

Kenneth J. Blaser
Risk Control Consultant
Florida League of Cities

FLOC Risk Control services are intended solely to identify and assess reasonable risks within the Member's insured property. However, FLOC Risk Control does not warrant or guarantee the safety of any property or condition within the Member's property and cannot guarantee additional risks will not result in loss following a Risk Control assessment. Improvements or corrections to the Member's property are solely the Member's responsibility. Accordingly, Member acknowledges neither FLOC, its employees nor its agents shall be liable for losses related to any risk assessment provided.

CITY OF VALPARAISO, FLORIDA – PUBLIC WORKS

MEMORANDUM

DATE: December 31, 2014

TO: Honorable Mayor and Board of Commissioners

FROM: James Valandingham, Public Works Director 

SUBJECT: Response to FLOC accident review correspondence

RECOMMENDATION:

That the Mayor and Board of Commissioners provide an official response to the Florida League of Cities correspondence dated December 12, 2014.

BACKGROUND:

Risk Control Consultants Mr. Sam Slay and Mr. Kenneth Blaser, on behalf of the Florida League of Cities Department of Insurance and Financial Services, visited Public Works on December 10, 2014 to review the circumstances of the accident involving vehicle #7, the 2009 Ford F750XL Super Duty Lightning Loader. The meeting included a thorough inspection of the damaged vehicle and staff member interviews by the FLOC representatives. A copy of the letter, which includes a request for confirmation regarding disposition of the recommendations within 30 days, is included for your review and consideration.

ACTION TAKEN:

Mr. Blaser offered verbal recommendations and followed up with a two page letter detailing specific items.

RE: Item 12-14-01 Equipment Modifications: It is currently Department Policy that no modifications shall be made to any vehicle without written consent of the manufacturer. Diligent research and planning shall be done when purchasing new equipment to have proper options included in the specifications when ordering.

Additionally, the 2009 model vehicle is scheduled for delivery to the manufacturer, Petersen Industries, where repairs will be made, including removal of modifications and restoration to factory specifications.

RE: Item 12-14-02 Inspection of Other Grapple Truck: Current City Engineer of record, Polyengineering, has declined to provide the inspection service. Mr. Roy Petrey has reached out to at least one other engineering firm to see if they are willing to provide inspection and written approval of the modifications which were made to our model year 2000 vehicle.

RE: Item 12-14-03 Seat Belts for Operators: A seatbelt has been installed on the 2000 model truck. A seatbelt will be installed as part of the repairs to the model year 2009 vehicle. A new single axle truck will have a flat, standing platform; eliminating the need for a seat and seatbelt.

RE: Item 12-14-04 Route Inspection: A partial route inspection was conducted the first week of December and a portion of that information was used in the PowerPoint presentation given by Mr. Kelley at the December 8, 2014 regular Commission meeting. The BOC has taken on the responsibility for researching and developing a modified tree maintenance plan.

SUMMARY:

Public Works took action after the accident in an effort to improve driver and operator safety awareness. We also took action in response to FLOC recommendations. I look forward to your response, guidance, and recommendations.



Florida League of Cities

Department of Insurance and Financial Services

Risk Control

PO Box 530065
Orlando, FL 32853-0065
800-445-6248
407-425-9142
Suncom 344-9378
Fax 407-425-9378

Health Claims
PO Box 538140
Orlando, FL 32853-8140
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

WC Claims
PO Box 538135
Orlando, FL 32853-8135
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

Property/Liability Claims
PO Box 538135
Orlando, FL 32853-8135
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

December 12, 2014

Mr. James Valandingham
Public Works Director
City of Valparaiso
600 Valastics Avenue
Valparaiso, FL 32580

Dear Mr. Valandingham:

Mr. Slay and I appreciate the opportunity to meet with you and Ms. Mr. Kelley to discuss the various services provided by the FMIT Risk Control Department to assist with the City's safety and risk management efforts.

The FMIT Risk Control Department provides services are loss focused. This means that our efforts are directed at those areas where you have experienced past losses as well as those where there is a potential for loss.

The FMIT Risk Control website provides an overview of the services we provide to our Members. A link to the site will be included in an email. Examples of the programs available to the City of Valparaiso include:

- Ergonomic Education programs for the field personnel. This involves an overview of the physiology of material handling exposures, practical solutions to ergonomic exposures and applications of ergonomic principles for their specific operations. We have a program specific for trash collection as well as one for general Public Works operations.
- Defensive Driving Course or Coach the Experienced Driver programs for those employees who drive as a component of their job as well as other employees who may wish to participate for their own education. There is a small fee involved with this, just to cover some of the costs for materials FMIT must purchase from the DDC and CTED organizations.
- Additional Employee Safety Education on topics specific to hazards experienced by the employees including, but not limited to, such issues *Hazard Communication, Blood Borne Pathogens, Slips, Trips & Falls* and machine guarding. These programs can be presented by a Risk Control Consultant or Valparaiso can take advantage of the FMIT Public Entity specific video library or our Online Safety Education Program.
- The City of Valparaiso can take advantage of our certified Maintenance of Traffic education course at a greatly reduced fee; as opposed to the fees charged by private consultants.

FLC Risk Control services are intended solely to identify and assess reasonable risks with the Member's insured property. However, FLC Risk Control does not warrant or guarantee the safety of any property or condition within the Member's property and cannot guarantee additional risks will not result in loss following a Risk Control assessment. Improvements or corrections to the Member's property are solely its responsibility. Accordingly, Member acknowledges neither FLC, its employees nor its agents shall be liable for losses related to any risk assessment provided.

- Site Safety Surveys can be conducted of those areas where employees are working; be it in a City owned property or in the field. The purpose of the Site Safety Survey is to identify possible hazards or exposures that could result in employee injury. The information from the audit will be provided to Management along with recommendations on economical corrective action.
- FMIT also has a matching Safety Grant that can be used to offset purchases made to improve safety and risk management processes. Information on the Grant is attached for your reference.

Should you have any questions or if we can be of additional service, please contact Sam Slay at 1-850-596-7335 or sslay@flcities.com.

Sincerely:

Kenneth J. Blaser

Kenneth J. Blaser
Risk Control Consultant
Florida League of Cities