



BOARD OF COUNTY COMMISSIONERS

DATE: July 15, 2014

AGENDA ITEM NO. 6

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

 County Administrator's Signature:

Subject:

Approval of renewal of Memorandum of Understanding for Fleet Maintenance and Service between the County and the Sheriff's Office.

Department:

County Administrator / Pinellas County Sheriff's Office

Staff Member Responsible:

Joe Lauro, Interim Assistant County Administrator /
Robert Gualtieri, Sheriff

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE RENEWAL OF THE MEMORANDUM OF UNDERSTANDING FOR FLEET MAINTENANCE AND SERVICE BETWEEN THE COUNTY AND THE PINELLAS COUNTY SHERIFF'S OFFICE.

Summary Explanation/Background:

The purpose of this action is to renew the Memorandum of Understanding (MOU) for Fleet Maintenance and Service between the County and the Pinellas County Sheriff's Office. The MOU was first approved on April 12, 2011, for a three-year term. The memorandum has been updated to reflect a proposed change in the hourly rate from \$34.00 to \$36.07, which is based on increases in personnel costs.

The County provides a level of service primarily focused on the repair and maintenance of trucks, heavy diesel powered earth moving equipment, fixed equipment, emergency generators and County operated fuel sites. The Sheriff's level of service is primarily focused on the maintenance and repair of car and sedan classes of vehicles utilized in the performance of all types of law enforcement activities countywide. The attached *Memorandum of Understanding for Fleet Maintenance and Service* between the County and Sheriff provides for the identification and reassignment of maintenance and repair responsibilities based on unit class, i.e. cars and sedans assigned to the Sheriff, with trucks, heavy diesel powered earthmoving equipment, fixed equipment, and emergency generators being assigned to the County.

Fiscal Impact/Cost/Revenue Summary:

The fiscal impact of this agreement to the General Fund is positive as a result of increased operational efficiency through reduced asset downtime to the customers.

Exhibits/Attachments Attached:

Memorandum of Understanding for fleet maintenance and service.

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**PROJECT: Renewal of Memorandum of Understanding for fleet maintenance and service between the County and Pinellas County Sheriff's Office****CONTRACT NO.:** number**ESTIMATED EXPENDITURE / REVENUE:** \$<250,000.00

(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).--

OTHER SPECIFICS RELATING TO THE CONTRACT:

Renewal of service level agreement between the County and the Sheriff for shared responsibility of Fleet maintenance and service.

| REVIEW SEQUENCE | DATE | INITIAL/ SIGNATURE | COMMENTS (IF ANY) | COMMENTS REVIEWED & ADDRESSED OR INCORPORATED |
|--|----------|----------------------------|-----------------------------------|---|
| Originator: Paul S. Sacco | 5/21/14 | <i>Paul Sacco</i> | | |
| Sheriff's Office: Major Sean Jowell | 05/21/14 | <i>See Attached E-mail</i> | | |
| Finance:** Anne Lawler <i>Cassandra Williams</i> | 5/28/14 | <i>CBW</i> | | |
| Legal: Michael Zas <i>Michelle Wallace</i> | 5/30/14 | <i>MW</i> | | |
| Assistant County Administrator or Executive Director: Mark Woodard <i>Joe Lauro</i> | 6/2/14 | <i>JL</i> | <i>see comment page 2 of memo</i> | <i>MB 06/04/14</i> |

Please return to Andrew Pupke.

All inquiries should be made to Andrew Pupke ext. 43237.

** See Contract Review Process

Revised 02.28.14

Pupke, Andrew W

From: Jowell, Sean [sjowell@pcsonet.com]
Sent: Wednesday, May 21, 2014 5:23 AM
To: Pupke, Andrew W
Subject: Fleet MOU Draft

Andrew,

We are good with the MOU and suggested changes. Please let me know when you are ready to have the BCC approved copy signed by the Sheriff.

Thank you

Major Sean D. Jowell
Pinellas County Sheriff's Office
Support Services Bureau
P.O. Box 2500
Largo, Florida
33779

(727) 582-5959 Office
(727) 582-5823 Fax
sjowell@pcsonet.com

FBINA 249th



MEMORANDUM OF UNDERSTANDING
FOR FLEET MAINTENANCE AND SERVICE

This Memorandum of Understanding (MOU) is made by and between Robert Gualtieri, as Sheriff of Pinellas County, Florida (hereinafter Sheriff) and Pinellas County, a political subdivision of the State of Florida, (hereinafter County) (collectively referred to as “the parties”).

WHEREAS, County has offered to provide repair service and maintenance for certain vehicles in Sheriff’s fleet; and

WHEREAS, Sheriff has offered to provide repair service and maintenance for certain vehicles in County’s fleet; and

WHEREAS, the parties agree it is in their best interest to consolidate the maintenance and repair services of certain vehicles in their respective fleets;

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. This MOU shall become effective upon execution by both parties and shall remain in effect for three (3) years from the effective date, unless terminated as provided herein.
2. County will provide regular routine maintenance service and repairs for Sheriff’s diesel and heavy duty classes of vehicles.
3. Sheriff shall provide regular routine maintenance service and repairs for County’s car and sedan classes of vehicles.
4. All regular routine scheduled vehicle maintenance shall be completed by the parties during normal business hours and shall be completed within no more than ten (10) normal business hours from the beginning of the scheduled appointment time. All routine maintenance and repair work completed by both parties shall be completed in accordance with industry

recognized repair procedures and corresponding repair times i.e. "Chiltons", "All Data", or "Mitchell on Demand." Said repair times shall be indicated on all completed work orders.

5. The parties shall establish a mutually agreeable procedure for scheduling regular maintenance appointments.

6. County and Sheriff shall notify each other of estimated repair costs for all non-routine repairs prior to commencing work. County and Sheriff shall also notify each other in the event that completion time for repairs is estimated to exceed ten (10) normal business hours.

7. Each party shall create, maintain and exchange a list of vehicles covered under this agreement; each party as required may add or delete vehicles from its respective inventory listing at any time, with notification of said changes being provided to the other party at the time of the change. Reports listing all completed maintenance and repair procedures performed on a per vehicle basis shall be provided by each party on a monthly and as needed basis; further, these reports shall include all cost for fuel, labor, parts, oils/lubricants and commercial charges on a per vehicle basis.

8. All maintenance and repair work shall be billed at the rate of \$36.07 per hour for labor. An annual review of the hourly rate herein shall be conducted by both parties prior to the start of each new fiscal period, and any and all changes thereto, must be mutually acceptable and agreed upon by both parties.

9. Vehicle parts, oils/lubricants and any outsourced labor shall be billed at cost, with no additional markups applied.

10. Where feasible, each party will be responsible for providing the other with loaner vehicles during any respective maintenance service or repair periods.

11. Each party to this MOU shall retain the right to send a vehicle from its own fleet to an outside source for repairs when necessary and deemed to be the most cost effective manner of repair. Further, each party to this MOU shall retain the right to make determinations regarding the replacement of its vehicles.

12. The parties may amend this MOU at any time during the term of the agreement upon mutual written consent of the parties.

13. Any party hereto may terminate this MOU in its entirety any time during its effective term upon thirty (30) days written termination notice to the other party. Repairs and/or maintenance in progress at the time of termination shall be completed at the discretion of the vehicle owner, with the other party maintaining its right to compensation for work performed up to the date of termination pursuant to the terms herein. County and Sheriff shall then be entitled only to compensation earned up to the date of termination as provided for herein.

14. Each party hereto agrees to bear all court costs, defense costs, and liability for its own officers, agents and/or employees for negligent acts undertaken pursuant to this MOU. Each party agrees, to the extent permitted by law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct of its own officers, agents and/or employees. However, nothing contained herein shall be construed to waive or modify the provisions of F.S. 768.28 or the doctrine of sovereign immunity as it applies to any party hereto.

15. In the event no funds or insufficient funds are appropriated and budgeted by either party in any fiscal year to accomplish the goals in this agreement, each party shall immediately notify the other of such occurrence and the MOU shall terminate on the last day of the fiscal

period for which appropriations were received without penalty or expense to Sheriff or County of any kind whatsoever.

16. The parties agree to provide the services contemplated under this MOU as "independent contractors" and neither is an agent, employee, partner, nor joint venture with the other.

17. The authority to approve and execute any necessary amendments to this MOU shall be delegated to the County Administrator pursuant to Pinellas County Code section 2-62(a).

PINELLAS COUNTY, FLORIDA, by
and through its County Commissioners

Chairman

Date: _____

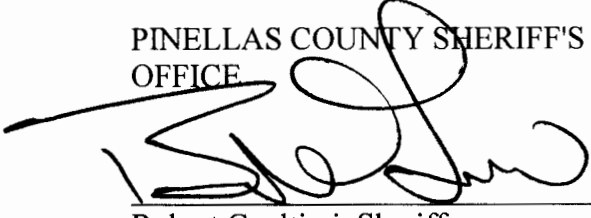
ATTEST:

Deputy Clerk

APPROVED AS TO FORM:

Michelle Wallace
Senior Assistant County Attorney

PINELLAS COUNTY SHERIFF'S
OFFICE



Robert Gualtieri, Sheriff

Date: 6/25/14

APPROVED AS TO FORM:

Shannon Lockheart
General Counsel