



## Legislation Text

---

File #: 21-1072, Version: 1

---

### **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

- (A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal
- (B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal
- (C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal
- (D) Papico Construction, Inc. - Tennis Court Maintenance IFB # RE-20-01 - Renewal
- (E) Brink's Incorporated - Armored Car Services (City-wide) - Non-Renewal

### **ITEM (F) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THIS ITEM IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

- (F) Burnett Lime Company, Inc. - Lime Slurry System & Product Agreement - Non-Renewal

### **SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

#### **(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal**

1. On January 24<sup>th</sup>, 2013, the City entered into an Agreement with Ericks Consultants, Inc. for an initial one (1) year period, which expired on January 31<sup>st</sup>, 2014.
2. Ericks Consultants, Inc. provides the City with consulting services during legislative sessions,

including meetings as well as State and Local administrative and agency hearings, meeting or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.

3. Section 6.01 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. To date the Agreement has had eight (8) amendments extending the term up to and including January 31<sup>st</sup>, 2022.

5. The Administration Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends the City Commission to approve this Ninth Amendment to extend the term for an additional one (1) year which shall commence on February 1<sup>st</sup>, 2022 and naturally expire on January 31<sup>st</sup>, 2023.

#### **FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost: \$84,000.00**

**b) Amount budgeted for this item in Account No:** 001-519-800-531500 (Professional Services-Other)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2
Revenues	\$ .00	\$ .00
Expenditures	\$56,000.00	\$28,000.00
Net Cost	\$56,000.00	\$28,000.00

**e) Detail of additional staff requirements:** Not Applicable

#### **(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal**

1. On January 25<sup>th</sup>, 2013, the City entered into an Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period, which expired on January 31<sup>st</sup>, 2014.

2. Lawrence J. Smith, P.A. provides services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory services.

3. Section 6.01 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. To date the Original Agreement has had eight (8) amendments including eight (8) additional one (1) year terms which extended the term to January 31<sup>st</sup>, 2022.

5. The Administration Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Ninth Amendment to extend the

term for an additional one (1) year which shall commence on February 1<sup>st</sup>, 2022 and naturally expire on January 31<sup>st</sup>, 2023, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$84,000.00
- b) **Amount budgeted for this item in Account No:** 001-519-800-531500 (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2
Revenues	\$ .00	\$ .00
Expenditures	\$56,000.00	\$28,000.00
Net Cost	\$56,000.00	\$28,000.00

- e) **Detail of additional staff requirements:** Not Applicable

**(C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal**

1. On February 2<sup>nd</sup>, 2017, the City entered into an Agreement with Smith, Bryan & Myers, Inc. for an initial one (1) year period which expired on January 31<sup>st</sup>, 2018.
2. Smith, Bryan and Myers, Inc. provides the City with services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 of the Original Agreement, authorizes the renewal of the Original Agreement, for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. To date the Original Agreement has had fourth (4) amendments, including fourth (4) additional one (1) year terms which extended the term to January 31<sup>st</sup>, 2022.
5. The Administration Department is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Fifth Amendment to extend the term for an additional one (1) year period which shall commence on February 1<sup>st</sup>, 2022 and naturally expire on January 31<sup>st</sup>, 2023.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$36,000.00
- b) **Amount budgeted for this item in Account No:** 001-519-800-531500 (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2
Revenues	\$ .00	\$ .00
Expenditures	\$24,000.00	\$12,000.00
Net Cost	\$24,000.00	\$12,000.00

**e) Detail of additional staff requirements:** Not Applicable

**(D) Papico Construction, Inc. - Tennis Court Maintenance IFB # RE-20-01 - Renewal**

1. On March 4<sup>th</sup>, 2020, the City entered into a Contractual Services Agreement with Papico Construction, Inc. for an initial two (2) year period which expires on March 3<sup>rd</sup>, 2022.
2. Papico Construction, Inc. provides the City with tennis court maintenance at the Pembroke Lakes Tennis Center located at 10500 Taft Street, Pembroke Pines, FL 33026.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year terms upon mutual consent, evidenced by written amendments to the Original Agreement extending the term thereof.
4. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment to extend the term for an additional two (2) year period which shall commence on March 4<sup>th</sup>, 2022 and naturally expire on March 3<sup>rd</sup>, 2024.

**Financial Impact Detail:**

- a) Renewal Cost:** Annual cost \$42,600 (\$3,200 x 12 months for Tennis Courts Maintenance and \$300 x 14 courts x hurricane preparedness)
- b) Amount budgeted for this item in Account No:** 001-572-7001-534990-0000-000-0000 Other Service. Funds for the hurricane preparedness portion of the services are not budgeted and will be only utilized on as-needed basis in the event of a hurricane or similar event.
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 2 year projection of the operational cost of the project:**

	FY 2021-22	2022-23
Revenues	\$0.00	\$ .00
Expenditures	\$42,600.00	\$42,600.00
Net Cost	\$42,600.00	\$42,600.00

**e) Detail of additional staff requirements:** Not Applicable

**(E) Brink's Incorporated - Armored Car Services (City-wide) - Non-Renewal**

1. On May 18<sup>th</sup>, 2010, the City entered into an Agreement with Dunbar Armored Car Services, Inc. for an initial two (2) year period, commencing April 1<sup>st</sup>, 2010 and expiring March 31<sup>st</sup>, 2012.
2. The City of Pembroke Pines Charter Schools and Early Development Centers as well as the City Clerk, Community Service, Police, Recreation and Cultural Arts, and Utilities Departments utilize the

company to provide armored car pick-up and delivery services.

3. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On February 28<sup>th</sup>, 2011 the Parties entered into the First Amendment to provide pricing for the City's Charter Schools at a lower rate than the other locations based on the contractor's similar services to the School Board of Broward County.
5. The Agreement, as amended, was renewed for four (4) consecutive, two (2) year renewal periods through March 31<sup>st</sup>, 2020.
6. On July 24<sup>th</sup>, 2019, following the purchase of Dunbar Armored Inc. by Brink's Incorporated, the Parties signed an assignment and assumption agreement.
7. On February 19<sup>th</sup>, 2020, the Parties entered into the Sixth Amendment for the fifth (5<sup>th</sup>) renewal period commencing on April 1<sup>st</sup>, 2020 and expiring on March 31<sup>st</sup>, 2022, and the Seventh Amendment for inclusion of the amended and restated Exhibit "3".
8. The quality of service under Brink's Incorporated has declined significantly since Dunbar was acquired by Brink's.
9. The City Schools and Early Development Centers, as well as the City Clerk, Community Service and Recreation and Cultural Arts Departments are not satisfied with the performance and execution of the Original Agreement and recommend non-renewal of the Agreement. A new procurement process is being prepared for these services.

#### **(F) Burnett Lime Company, Inc. - Lime Slurry System & Product Agreement - Non-Renewal**

1. On September 16<sup>th</sup>, 2020, the City entered into an Agreement with Burnett Lime Company, Inc. 2 for an initial one (1) year period which expires on February 11<sup>th</sup>, 2022.
2. Burnett Lime Company, Inc. provides temporary Lime Feed System by CAL~FLO Systems.
3. The Utilities Department is satisfied with the performance and execution of the Original Agreement but at this time there are no renewal periods allowed by the Original agreement and will decide at a later date if additional services will be required.