



## Legislation Text

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File #: 22-0703, Version: 1

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

- (A) First Vehicle Services, Inc. - Fire Department Fleet Maintenance - Renewal
- (B) Mullings Engineering Services - Landscaping Division - Sod and Sod Installation/Removal Services - Renewal
- (C) Bettoli Trading Corp - Vending Machine Services - Renewal

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

- (D) FPI Security Services - Security Guard Services - 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) First Vehicle Services, Inc. - Fire Department Fleet Maintenance - Renewal**

1. On March 19<sup>th</sup>, 2018, the City entered into an Agreement with First Vehicle Services, Inc. for an initial five (5) year period, which will expire on March 31<sup>st</sup>, 2023.
2. First Vehicle Services, Inc. provides the City's Fire Department fleet of vehicles specialized repair, maintenance, and parts.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for three

(3), additional, two (2) year renewal terms upon mutual consent, evidenced by written Amendments.

4. On November 20<sup>th</sup>, 2018, the Parties entered into the First Amendment to increase the annual compensation amount not to exceed from \$518,980 to \$540,000 to allow for completion of a backlog of repairs.

5. On November 5<sup>th</sup>, 2019, the Parties entered into the Second Amendment to amend the scope of services to include Comeback/Re-Do Services and to increase the hourly wages per Consumer Price Index (CPI) and to increase the total annual compensation amount not to exceed from \$540,000 to \$550,000.

6. On August 23<sup>rd</sup>, 2021, the Parties entered into the Third Amendment to increase the hourly wages per Consumer Price Index (CPI) and to increase the total annual compensation amount not to exceed from \$550,000 to \$565,000.

7. The Fire Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Fourth Amendment for a two (2) year renewal term commencing on April 1<sup>st</sup>, 2023, and expiring on March 31<sup>st</sup>, 2025, as allowed by the Agreement.

Reviewed by Commission Auditor

#### FINANCIAL IMPACT DETAIL:

a) **Annual Renewal Cost:** \$565,000.00

b) **Amount budgeted for this item in Account No:** \$270,000.00 line 001-529-4003-546300-0000-000-0000 (R & M Vehicles) and \$12,500.00 line 001-529-4003-546300-0000-000-0000-00678 (R & M Vehicles).

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

d) **2-year projection of the operational cost of the project:**

	Current FY 2022-23		FY 2023-24	FY 2024-25
Revenues	\$ .00	\$ .00	\$ .00	
Expenditures	\$282,500.00		\$565,000.00	\$282,500.00
Net Cost	\$282,500.00		\$565,000.00	\$282,500.00

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

#### FEASIBILITY REVIEW:

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

**(B) Mullings Engineering Services - Landscaping Division - Sod and Sod Installation/Removal Services - Renewal**

1. On March 17, 2021 the City entered into a Contractual Services Agreement with Mullings Engineering Services - Landscaping Division for an initial one (1) year period which expired on March 2<sup>nd</sup>, 2022.
2. Mullings Engineering Services - Landscaping Division provides the City with Sod and Sod Installation/Removal Services.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year terms upon mutual consent, evidenced by written amendments to the Original Agreement extending the term thereof.
4. On November 3, 2021, the City approved the First Amendment to the Original Agreement to decrease the annual compensation amount not to exceed from \$250,000 to \$200,000 and to extend the term of the Agreement for a one (1) year period which will naturally expire on March 2, 2023.
5. The Public Services Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Second Amendment to extend the term for an additional one (1) year period, which shall commence on March 3<sup>rd</sup>, 2023 and naturally expire on March 2<sup>nd</sup>, 2024.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$200,000
- b) **Amount budgeted for this item in Account No:** Funds will be available in the following account numbers as project arise on as needed basis:  
#1 001-539-6004-546150-0000-000-0000- (R&M Land Bldg. & Improvements)  
#2 001-539-6004-663115-0000-000-0000- (Landscaping)  
#3 001-572-7001-546150-0000-000-0000- (R&M Land Bldg. & Improvements)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2
Revenues	\$ .00	\$ .00
Expenditures	\$116,666.66	\$83,333.34
Net Cost	\$116,666.66	\$83,333.34

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

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor**

**for this service?** Not Applicable

**(C) Bettoli Trading Corp - Vending Machine Services - Renewal**

1. On February 5, 2019, the City entered into a Vending Machine Services Agreement with Bettoli Trading Corp. for an initial two (2) year period, which expired on February 4, 2021.
2. The City of Pembroke Pines Recreation and Cultural Arts Department utilizes Bettoli Trading Corp. to provide Vending Machine Services at various City locations.
3. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments.
4. On September 3, 2020, the City approved the First Amendment to the Original Agreement to extend the term of the Agreement for a one (1) year period, which expired on February 4, 2022.
5. On January 31, 2022, the City approved the Second Amendment to the Original Agreement, as amended to extend the term of the Agreement for a one (1) year period, which will naturally expire on February 4, 2023.
6. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City commission approve this Third Amendment to increase the resale prices and to extend the term for an additional one (1) year period, which shall commence on February 5, 2023 and will naturally expire on February 4, 2024.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Revenue:** \$13,800
- b) **Amount budgeted for this item in Account No:**  
001-000-0800-362024-0000-000-0000-Commission - Coke Machines
- c) **Source of funding for difference, if not fully budgeted:** Not applicable
- d) **1-year projection of the operational cost of the project:** Not applicable

	Current FY	Year 2
Revenues	\$8,050.00	\$5,750.00
Expenditures	\$.00	\$.00
Net Revenue	\$8,050.00	\$5,750.00

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

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(D) FPI Security Services - Security Guard Services - Non-Renewal**

1. On May 10<sup>th</sup>, 2017, the City Commission approved to enter into a Contractual Services Agreement with FPI Security Services, Inc. for an initial two (2) year period, which expired on May 30<sup>th</sup>, 2019.
2. The City of Pembroke Pines utilizes FPI Security Services, Inc. to provide security guard services City-wide.
3. Section 3.2 of the Original Agreement, authorized the renewal for two (2) additional, two (2) year terms upon mutual consent, evidenced by written Amendments.
4. On December 11<sup>th</sup>, 2018, the Parties executed the First Amendment which amended the Original Agreement to include an additional security guard, increased the annual compensation amount and, provided for the first, two (2) year renewal term which expired on May 31<sup>st</sup>, 2021.
5. On December 16<sup>th</sup>, 2020, the Parties executed the Second Amendment for the second, two (2) year renewal term which will expire on May 31<sup>st</sup>, 2023.
6. On June 16<sup>th</sup>, 2021, the Parties executed the Third Amendment to increase the scope of services to include an armed security guard at City Hall and to increase the annual compensation amount accordingly.
7. On August 4<sup>th</sup>, 2021, the Parties executed the Fourth Amendment to increase the hourly bill rate, and to increase the annual compensation amount accordingly.
8. On June 28<sup>th</sup>, 2022, the Parties executed the Fifth Amendment to remove the provision of a security guard at the "Old" City Hall, to provide for an armed security guard at each of the City's Early Development Centers during the summer, and to decrease the annual compensation amount accordingly.
9. On December 13<sup>th</sup>, 2022, the Parties executed the Sixth Amendment to remove the provision of a security guard at the Water Treatment Plant, to update certain position requirements, to allow to allow for an hourly wage increase for those positions, and to decrease the annual compensation amount accordingly.
10. The Agreement does not provide for any further renewal terms and the City has begun a new procurement process for these services.