



Legislation Text

File #: 23-0044, Version: 1

[SECTION B OF ITEM 1 PULLED BY ADMINISTRATION]

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

(A) OpenEdge Payments, LLC., a division of Global Payments Direct, Inc. - Credit Card Processing and Check Services - Renewal

~~[PULLED] (B) Blue Marlin Investments, Inc. dba Cayco Landscaping - Parks tree Trimming Services - Renewal~~ **[SECTION B OF ITEM 1 PULLED BY ADMINISTRATION]**

ITEM (C) 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:

(C) Cross Country Staffing, Inc. - School Nursing 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) OpenEdge Payments, LLC., a division of Global Payments Direct, Inc. - Credit Card Processing and Check Services - Renewal

1. On February 23rd, 2021, the City entered into two Agreements with OpenEdge Payments, LLC., a division of Global Payments Direct, Inc. for an initial one (1) year period each and both to expire on February 22nd, 2023.

2. OpenEdge Payments, LLC., a division of Global Payments Direct, Inc. provides Credit Card Processing Services (including out-clearing, settlement, dispute resolution, reporting, and statements), and Check Services (including accelerated intelligent routing, Automated Clearing

House ("ACH") services, Check21, and check verification).

3. Both Agreements provide for annual, automatic renewals, unless thirty (30) days' advance written notice of termination is provided, prior to the end of the then current term.

4. The Finance Department recommends continuation of both Agreements, for Check and Credit Card Processing Services, for the one (1) year term commencing on February 23rd, 2023 and expiring on February 22nd, 2024, as allowed by the Agreements.

FINANCIAL IMPACT DETAIL:

a) **(Combined) Annual Renewal Cost:** None. There is no cost to the City as convenience fees under both agreements are paid by the individuals using the services.

b) **Amount budgeted for this item in Account No:** Not Applicable

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

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

[PULLED] (B) Blue Marlin Investments, Inc. dba Cayco Landscaping - Parks tree Trimming Services -- Renewal

1. On May 5th, 2021, the City entered into an Agreement with Blue Marlin Investments, Inc. dba Cayco Landscaping for an initial two (2) year period, which expires on May 4th, 2023.

2. Blue Marlin Investments, Inc. dba Cayco Landscaping provides the City with palm trees and hardwood tree trimming services, throughout the City's Park System.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments, 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 renew the term for an additional one (1) year period which shall commence on May 5th, 2023, and naturally expire on May 4th, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$50,258.00

b) Amount budgeted for this item in Account No: 001-572-7001-546150-0000-000-0000-R&M
Land, Bldg & Improvement

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

d) 1 year projection of the operational cost of the project:

	Current FY
Revenues	\$.00
Expenditures	\$50,258.00
Net Cost	\$50,258.00

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

[SECTION B OF ITEM #1 PULLED BY ADMINISTRATION]

(C) Cross Country Staffing, Inc. - School Nursing Services - Non-Renewal

1. On November 14th, 2017, the City entered into a Professional Services Agreement with Cross Country Staffing, Inc. to provide Nursing Services for the City's Charter Schools for an initial two (2) year period, which expired on July 31st, 2019.
2. Section 3.2 of the Original Agreement authorized the renewal of the Original Agreement for two (2) additional, two (2) year renewal terms upon mutual consent, evidenced by written Amendments thereto.
3. On May 15th, 2019, the parties executed the First Amendment to the Original Agreement to enter into the first, two (2) year, renewal period, which expired on July 31st, 2021.
4. On March 2nd, 2020, the parties executed the Second Amendment to allow for an additional sum payable for travel expenses on dates of services requiring less than ninety (90) minutes of service.
5. On November 10th, 2020, the parties executed the Third Amendment to include an hourly rate for Isolation Room Nursing Services.
6. On June 2nd, 2021, the parties executed the Fourth Amendment to enter into the second, and final, two (2) year, renewal term which will expire on July 31st, 2023.

7. On January 31st, 2022, the parties executed the Fifth Amendment to decrease the hourly service rates.

8. On October 10th, 2022, the parties executed the Sixth Amendment to increase the rates for service, to add nursing staff for an isolation room at each CITY school utilizing Coronavirus Emergency Supplemental Funding Grant funds, and to supplement the terms to include provisions pertaining to federal grants. This Sixth Amendment was ratified by the City Commission on November 16th, 2022.

9. The Agreement does not allow for any further renewals, and the Schools have begun a new procurement process to secure these services.