

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Herb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: n/a

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER 2 TO THE CONTRACT BETWEEN THE TOWN AND FIRST VEHICLE SERVICES FOR GARAGE MAINTENANCE OPERATIONS, AND PROVIDING FOR A TARGET BUDGET.

REPORT IN BRIEF: The Town has a contract with First Vehicle Services for maintenance of the Town's fleet which was approved by Resolution R-2002-281. Each year the contract's target amount needs to be renegotiated to reflect changes resulting from the Consumer Price Index (CPI) and increases/decreases to the size of the Town's fleet. The contract amendment reflects a 2.60% increase as documented by CPI and an increase in the Town's fleet of 64 vehicles. In addition, terms of the contract were amended to insure the proper number and level emergency vehicle technicians (EVT's). Also, section on warranty work was amended to reflect that FVS administers all manufacturer's warranties.

PREVIOUS ACTIONS: Not applicable

CONCURRENCES: The amendment to this contract was negotiated by the Procurement Manager, the Assistant Town Administrator, and the Vehicle Users Group.

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$1,159,800.00

Account Name: Vehicle Maintenance-Contractual Repairs Account

Additional Comments: Not applicable

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

Two (2) copies of Amendment Number 2

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER 2 TO THE CONTRACT BETWEEN THE TOWN AND FIRST VEHICLE SERVICES FOR GARAGE MAINTENANCE OPERATIONS, AND PROVIDING FOR A TARGET BUDGET.

WHEREAS, the Town awarded a contract for garage maintenance operations by Resolution R-2002-281; and

WHEREAS, amendments are required to accommodate changes to the contract and to adopt negotiated annual target budgets; and

WHEREAS, the Town has negotiated a new target budget as described in Attachment "A"; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute Amendment Number 2 to the contract between The Town and First Vehicle Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute Amendment Number 2 to the contract between The Town and First Vehicle Services attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2005

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2005

ATTACHMENT "A"
AMENDMENT TWO TO THE
CONTRACT FOR FLEET MAINTENANCE AND MANAGEMENT SERVICES BETWEEN
THE TOWN OF DAVIE, FLORIDA
AND
FIRST VEHICLE SERVICES, INC

WHEREAS, the Town of Davie, Florida (Town) and First Vehicle Services, Inc (Contractor) entered into a Fleet Maintenance Services Contract on December 1, 2002 (Contract).

WHEREAS, the Town and Contractor now desire to amend the Contract this 1st day of December, 2004 by and between the Town of Davie, Florida (the "Town") and First Vehicle Services, Inc (the "Contractor").

NOW, THEREFORE, in consideration of the mutual benefits, rights and obligations derived from the Contract, the Town and the Contractor hereby agree to amend and reaffirm the Contract as follows:

1. Target Price

(a) Personnel costs:	\$524,300
(b) Parts/supplies/outside Services:	\$467,985
(c) Overhead expenses:	\$ 51,325
(d) Corporate Administrative costs and fees:	\$ 58,095
(e) Corporate Management fee:	\$ 58,095
	\$1,159,800

The Approved Budget for the contract term December 1, 2004 through November 30, 2005 is One Million, One Hundred Fifty-Nine Thousand, Eight Hundred dollars (\$1,159,800).

Section 11.11 - Hours of Operation - The Contractor shall operate the repair Facility from 7am to 5pm, Monday through Friday and on Saturday 8am to 5pm, for emergency vehicles, only if required by the Town.

Section 11.06 - Warranty -- The Contractor provides no warranties hereunder, however, the Contractor shall administer all manufacturer warranties for both Units and parts that are associated with the maintenance and repair of the fleet as described in attachment A. The Contractor shall seek authorization from the various vehicle and equipment manufacturers to perform warranty work on the Town's equipment. The equipment manufacturer will reimburse such work directly to the Contractor.

Section 8.01 (d) Personnel – The Contractor shall maintain the ASE Blue Seal Certification at the Facility. The Contractor shall also staff two (2) certified Emergency Vehicle Technicians (EVT) in accordance with applicable standards of the EVT Certification Commission, Inc., for maintenance of fire and ambulance apparatus. The Contractor will have an EVT on site with the required EVT certifications at all times where such skills are necessary for the proper repairs and maintenance of fire and ambulance apparatus. The Contractor shall make a good faith effort to continually employ a minimum of one (1) Master EVT at the Davie location, except as noted herein. If an EVT position becomes vacant, the Contractor shall provide a “substitute technician” with the appropriate qualifications until said vacancy is filled. If said vacancy exceeds ninety (90) consecutive days without written permission of the Town, the Contractor shall be penalized \$200 for each business day past said period. Continuing EVT training will be given to FVS employees throughout the contract term.

Section 13.01 Building and Maintenance – Work is to be performed at the Facility, which will be leased for one (1) dollar to the Contractor for its use during the term of this Contract. The Facility shall remain the property of the Town. The Town shall be responsible for utility costs and all necessary repairs, maintenance, permits, inspections, certifications, renovations and replacements to the Facility and all systems and components thereof. The Contractor shall be responsible for light housekeeping and janitorial cleaning. The Town will provide a cleaning service three (3) days per week.

Except as expressly amended by this document, the Contract as previously amended remains in full force and effect and legally binding upon the Town and the Contractor.

WITNESS:

Gayla Maxwell

FIRST VEHICLE SERVICES, INC.

J. Michael Bloss
J. Michael Bloss, President
First Vehicle Services, Inc.

WITNESS:

TOWN OF DAVIE, FLORIDA

BY: _____

NAME: _____

TITLE _____

DATE: _____