RESOLUTION NO. 17-1487

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN FLORIDA, **WAIVING** MIAMI LAKES. **PROCUREMENT** COMPETITIVE **BIDDING PROCESS:** AUTHORIZING THE TOWN MANAGER TO EXTEND THE RENTAL **AGREEMENT** WITH CURRENT **PANTROPIC** POWER. INC. TO COVER THE REMAINDER OF THE HURRICANE **SEASON:** AUTHORIZING THE **TOWN** MANAGER TO TAKE ALL NECESSARY STEPS THE TERMS AND CONDITIONS OF THE **IMPLEMENT** LINE AGREEMENT: MODIFYING BUDGETED MANAGER TO EXPEND **AUTHORIZING** THE **TOWN BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER AGREEMENT**; **PROVIDING EXECUTE** THE INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, throughout history, as part of the Town of Miami Lakes' (the "Town's") hurricane preparedness plan, the Town reserves an emergency generator for use in the event of a catastrophic power loss as the result of a major storm; and

WHEREAS, the Town contracted with Basulto and Associates, Inc. to provide design and consulting services for the purchase and installation of a permanent generator for the Government Center, and received authorization from the Town Council to piggyback a National Joint Purchasing Alliance contract with Pantropic Power for the purchase and installation of a permanent generator; and

WHEREAS, through due diligence, the Town discovered that the purchase cost of a generator and associated construction to house the generator would increase the projected total cost of the project to \$270,000; and

WHEREAS, the Town has decided that a purchase of a mobile generator, housed off site, is a better alternative; and

WHEREAS, since the Town is in the midst of hurricane season, time is of the essence to secure a generator, and insufficient time exist for the purchase of a mobile generator; and

WHEREAS, the Town Manager believes it is in the best interest of the Town to extend our existing generator lease to guarantee power to Government Center in the event of a major storm during hurricane season; and

WHEREAS, Section 5(d) of Town of Miami Lakes Ordinance 12-142 (the "Town's Procurement Ordinance") authorizes the Town Manager to request authorization from the Town Council to waive the requirements of Section 5 of the Town's Procurement Ordinance where the Town Manager has made a written recommendation where, based on specific circumstances, it is not practical to comply with the requirements of Section 5 of the Town's Procurement Ordinance for a specific solicitation; and

WHEREAS, the Town Manager has made a written recommendation that based on specific circumstances, it is not practical to comply with the requirements of Section 5 of the Town's Procurement Ordinance for the extension of a rental agreement with Pantropic Power, Inc. (the "Rental Agreement"); and

WHEREAS, the total cost to extend the lease agreement for a generator, for the period June 1, 2017 through October 30, 2017 is \$23,795.00; and

WHEREAS, the rental period extends to the next fiscal year, where \$4,800 will be proposed for the 2017 -18 Town budget, accordingly, a transfer of \$19,175.00 is required for the period of June 1, 2017 through September 30, 2017; and

WHEREAS, a budget transfer of \$19,175.00 from the Administrative Health and Life Insurance line item, where there is a surplus, is required to cover the \$23,795.00 needed to rent a generator; and

WHEREAS, Section 4 of Ordinance No. 16-197 authorizes the Town Council to modify any department, category total or line item of the Budget by resolutions so long as the modification does not exceed the Town's total budgeted funds for the Fiscal Year 2016-2017; and

WHEREAS, the Town Council, in accordance with Section 4 of Ordinance No. 16-197, has determined that it is necessary to modify the Budget as set forth in Exhibit "B" attached hereto; and

WHEREAS, the Town Council approves of the Town Manager's recommendations, authorizes a waiver of the requirements of Section 5 of the Town's Procurement Ordinance as it pertains to the Rental Agreement, authorizes a modification to the Budget, and authorizes the Town Manager to extend the term of the Rental Agreement until October 31, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the Rental Extension Agreement through October 31, 2017, attached hereto as Exhibit "A."

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Rental Agreement.

<u>Section 4.</u> <u>Authorization of Fund Expenditure.</u> The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Rental Agreement with Pantropic Power, Inc.

Section 5. Line Item Modification. The Budget for Fiscal Year 2016-2017 adopted in Section 2 of Ordinance 16-197, and subsequently modified by Ordinance 17-199, is hereby modified, as reflected in Exhibit "B" attached hereto. The revisions for each line item are within the approved expenditure authority for Fiscal Year 2016-2017. The Town Council hereby modifies the budget as set forth therein and authorizes the Town Manager to administratively adjust line items to reflect audit adjustments or line item revisions necessary to close out the Fiscal Year within each department's expenditure authority.

Section 6. Execution of the Agreement. The Town Manager is authorized to execute and extend the Rental Agreement with Pantropic Power, Inc. until October 31, 2017 for the rental of a back-up generator for the Government Center.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

PASSED AND ADOPTED this by day of long hours, 2017.

The foregoing resolution was offered by who how how moved its adoption. The motion was seconded by who how how how moved and upon being put to a vote, the vote was as follows:

Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Luis Collazo
Councilmember Timothy Daubert
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Marilyn Ruano

Manny Cid
MAYOR

Attest:

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

Gina Inguanzo TOWN CLERK

EXHIBIT A

Rental Agreement with Pantropic Power, Inc.



Pantropic Power, Inc. One Source, One Call, One Solution

www.pantropic.com 8205 NW 58th ST Miami, FL 33166

Quotation For Mr. Thomas Fossler

Town of Miami Lakes 6601 Main Street Miami Lakes, Fl 33014 JOBSITE: Town of Miami Lakes

Name: Government Center Address: 6601 Main Street Miami Lakes, Fl 33014

2017 Hurricane Season Contingency Agreement

Date: 8/17/2017 Quotation # RAG08172017-1 Customer ID: 004039 Ouotation valid until: 9/16/2017

Roberto Garcia

Email: Roberto_Garcia@pantropic.com

Phone: (305) 592-4944 ext.3022

Fax: (305) 675-3163 Cell: (305) 970-5902

Contact:

Mr. Thomas Fossler

Phone: Fax: Cell:

305-364-6100 Ext. 1164

The total cost is the same as your previous rental in 7-15-2014.

fosslert@miamilakes-fl.gov Email ESTIMATED END DATE TERMS OF PAYMENTS 10/31/2017 9/5/2017

I. Equipmen	It Details	DESCRIPTION	UNIT PRICE	AMOUNT
Volestava a di este		300 KW Caterpillar Portable Generator Package		
		Power Requirements: 277-480 Volts / 3Ø / 60 Hz		
1	XQ300	Fuel Capacity: 400 US Gallons	\$ 4,082.18	\$ 4,082.18
		Fuel Consumption: 16.8 gallons per hour @ 3/4 load		
		We reserve the right to upsize based on availability at same cost.		
8	4 Odd 50 Ft	4/0 50' Cam Lok Cable	\$ 60.00	\$ 480.00
8	4_Odd_Female_Lugged	4/0 Female Lugged Pigtail	\$ 12.00	\$ 96.00
8	4 Odd Male Bare	4/0 MB Pigtail	\$. 12.00	\$ 96.00
•				7
	Rental Evf	Environmental Fee	1%	\$ 40.82
	Konen	2	10000	\$
		+	93.	\$ -
				\$ -
				\$ -
Anna King	ge rates shown below a	re based on hours of operation and apply when equipment has been	MONTHLY SUBTOTAL	\$ 4,795.00
otes: Usa	of the 20 hours allow	ed monthly for testing and exercising of equipment.	GRAND TOTAL	\$ 9,590.00
in exces	is of the 20 hours and w	ed monthly for testing and exercising of equipment	TRANSPORTATION	\$ -
			TAX RATE	
			SALE TAX	\$ -
			OTHER	
Jsage and	additional requirement rates	EST	IMATED AMOUNT DUE	\$ 9,590.00
nly single	shift 40 hour rate:	\$ 25.60 / hr Discount if pa	aid in full by	
hly double shift 80 hour rate:		\$ 19.20 / hr	OTAL WITH DISCOUNT	
thly continuous 168 hour rate:		\$ 17.10 / hr		
mly contin	gods 100 non-			
<u>Fueling</u>				
ne cost of	the initial tank of fuel may be	e prepaid at acceptance of contract 400 gallons of fuel are offered at market price. Fur the week period running continuous operation is _2,822_ gallons.	el consumption on this genera	tor is _16.8_ gallons per hour
load. Est	imated fuel required over on	to week period running continuous operation is _2,022_ ganons.		
ustomers V	who do not elect to prepay for	r initial fuel delivered with generator are subject to a refueling service charge of at lea	ast \$7.00 per gallon for shortage	ges upon return of equipment.
istomers v				
ery fee wi	Il be charged in addition to f			
antropic v	vill provide top-off service	and fuel dispensed will be at market price. Customer may elect this service:	Yes No if Yes, ple	ase provide initials
quipment	Location:			
		and the state of t		
istomer at	their option may elect to have	e the above mentioned equipment delivered to their location at the beginning of the r	entar period or nave the above	пенионеа едиритент этогеа

- and maintained at Pantropic Power's facility.
- 2. In the event of a natural disaster that may cause logistical difficulties with transportation and/or communications, Pantropic Power is not liable for delivery until such time that the delivery of equipment can be made without harm to personnel and equipment. Weather permitting, Pantropic Power shall use its best efforts to deliver the equipment in a prompt manner.

Fort Lauderdale West Palm Beach Miami 2501 State Road 84 5460 Okeechobee Boulevard 8205 NW 58 Street Ft. Lauderdale, FL 33312 West Palm Beach, Fl. 33417 Miami, Fl. 33166 954.797.7972 tel 561.640.0818 tel 305.592.4944 tel 954-791-7719 fax 561.640.7894 fax 305.477.1943 fax

PANTROPIC CAT' Pantropic Power, Inc.

2017 Hurricane Season Contingency Agreement

Date: 8/17/2017

Pantropic Power, Inc.
One Source, One Call, One Solution

- 3. Notwithstanding anything contained herein to the contrary, Pantropic Power will deliver to customer within seventy-two (72) hours of customer request, all rented equipment per this fully executed rental agreement for any natural disaster, hurricane, tornado, and or any other interruption in electrical service. Customer is responsible for calling Pantropic Power to request the delivery of the above mention equipment.
- 4. Pantropic Power will make every reasonable effort to contact customer in the event of an emergency, to inquire if the equipment will be needed. Upon contact made by Pantropic Power the customer will have four (4) hours to initiate a commitment for delivery or release Pantropic Power of the 72 hour delivery commitment. If after a release has been given the customer request delivery of the equipment, it will be delivered with the first available delivery vehicle after the delivery request is received.

VI. Delivery & Transportation:

- 1. Delivery and transport charges are based on one roundtrip movement of equipment to and from the same location. Delivery charges do not include driver waiting time while on site waiting to deliver or pick up equipment. Waiting time will be billed at \$42.00 per 1/2 hour or portion of.
- 2. Roundtrip transport charges within Broward County will be charged at \$500.00 per delivery

VII. Customer Responsibilities:

- 1. Customer shall provide a certificate of insurance naming Pantropic, Power as additionally insured and loss payee for equipment value as specified in Section VIII. Item 6. Certificate of insurance must be provided prior to delivery of equipment or customer will be charged for Loss Waiver.
- 2. Customer is responsible to acquire and display all necessary permits and inspections required by municipalities, county, and state governmental agencies.
- 3. Customer is responsible for connections and disconnections of above referenced equipment.
- 4. Servicing of unit will be required every 250 hours intervals and will be charged to Lessee on a time and materials basis. Neglect or abuse on customers' behalf is subject to additional charges.
- 5. Customer is responsible for the security of all rented equipment.
- 6. Customer's taking delivery of the equipment will be required to provide a 20amp 110volt electrical outlet and a 12 AWG grounded extension cord of adequate length for connection of generator battery charging system.
- 7. Customer is required to provide a well ventilated, clean, level, and free from overhead obstruction location for delivery and placement of generator.

VIII. General Terms and Conditions:

- 1. Equipment is subject to prior sale or rental.
- 2. Payments are due the first of every month for each month of the hurricane contingency contract.
- 3. Customer may elect to provide insurance coverage certificate naming Pantropic Power Inc. as additionally insured and Loss Payee for replacement value of \$110,000 for rented equipment, or purchase loss wavier at the rate of \$69.13 week or \$276.50 a month while equipment is in possession of customer. Waiver is subject to a \$1,000.00 per incident deductible for theft or non-abuse damage.
- 4. Either party may cancel this agreement with 30 days notice.
- 5. Purchase loss waiver at 14% of rental rate
- 6. No alteration or modification to rented equipment is permitted. Customers will be charged for the equipment replacement cost for any such alteration or modification made in an effort to customize equipment to the particular form, fit, or function of their application.

Pantropic Power Inc.	Company:	Town of Miami Lakes
Roberto Garcia	Contact Name:	Mr. Thomas Fossler
Roberto Garcia	Signature:	4
Rental Sales	Date:	9/5/15
Date:		/ / .

Miami 8205 NW 58 Street Miami, Fl. 33166 305.592.4944 tel 305.477.1943 fax Fort Lauderdale 2501 State Road 84 Ft. Lauderdale, FL 33312 954.797.7972 tel 954-791-7719 fax West Palm Beach 5460 Okeechobee Boulevard West Palm Beach, Fl. 33417 561.640.0818 tel 561.640.7894 fax

EXHIBIT B

Budget Revision

TOWN OF MIAMI LAKES **FY 2016-17 AMENDED BUDGET** GENERAL FUND - ADMINISTRATION DEPARTMENT

Expenditure Detail by Line Item

Expenditure D	etail by	Line	Item
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ACCOUNT NAME/DESCRIPTION	FY2016-17 AMENDED BUDGET	REVISION 09/05/17	FY2016-17 AMENDED BUDGET	AMENDED BUDGET COMMENTS
TOWN ADMINISTRATION				
REGULAR SALARIES	\$851,324		\$851,324	
ADM OVERTIME	\$2,000		\$2,000	
PAYROLL TAXES	\$70,796		\$70,796	
FRS CONTRIBUTIONS	\$90,728		\$90,728	
ICMA 457 PL	\$21,512		\$21,512	
ICMA 401 PL	\$0		\$0	
HEALTH & LIFE INSURANCE	\$149,783	-\$19,175		Transfer to Hurricane Expenses for generator rental.
WIRELESS STIPEND	\$960		\$960	
ADM UNEMPLOYMENT CLAIMS	\$2,000		\$2,000	
PROFESSIONAL SERVICES	\$40,400		\$40,400	
INTERGOVERNMENTAL (LOBBYIST)	\$48,000		\$48,000	
ACCOUNTING & PAYROLL	\$23,665		\$23,665	
INDEPENDENT AUDIT	\$42,175		\$42,175	
ADM HEALTH SPENDING ACCT/WELLN	\$15,500		\$15,500	
ADM BACKGROUND CHECKS	\$1,500		\$1,500	
ADM - TRAVEL & PER DIEM	\$10,000		\$10,000	
CAR ALLOWANCE	\$6,000		\$6,000	
TELEPHONE - CELLULAR	\$580		\$580	
ADM - POSTAGE & DELIVERY	\$19,000		\$19,000	
ADM - COPIER LEASE	\$16,500		\$16,500	
ADM - INSURANCE	\$215,326		\$215,326	
ADM - PRINTING & BINDING	\$1,500		\$1,500	
ADM TOWN BRANDING & STRATEGIC PLAN	\$67,105		\$67,105	
ADM ADVERTISEMENT RECRUITMENT	\$1,000		\$1,000	
CLERICAL/ADMINISTRATIVE SUPPORT	\$5,000		\$5,000	
INVESTMENT ADVISORY SERVICE	\$7,000		\$7,000	
FINANCIAL INSTITUTION FEES	\$9,000	25/200	\$9,000	
HURRICANE EXPENSES	\$9,160	\$19,175		Generator rental for the period June 1 - Sep 30
ADM - OFFICE SUPPLIES	\$29,600		\$29,600	
UNIFORMS	\$600		\$600	
ADM-BOOKS/PUBLIC/SUBSCRIP/MEM	\$5,500		\$5,500	
EDUCATION & TRAINING	\$50,000		\$50,000	
ADM-FURNITURE/EQUIP NON-CAP	\$1,000		\$1,000	
SUBTOTAL ADMINISTRATION EXPENDITURES	\$1,814,215	\$0	\$1,814,215	