

RESOLUTION No. 2009-76-1021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF FORTY THOUSAND DOLLARS (\$40,000.00) TO ENTERPRISE LEASING COMPANY BY RELYING UPON THAT CERTAIN CITY OF MIRAMAR INVITATION TO BID #07-007; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens Police Department uses rental vehicles in order to perform various activities for the Police Department, and

WHEREAS, the Police Department budgeted Eighty-Six Thousand Dollars (\$86,000.00) for rental cars for Fiscal Year 2008/2009, and

WHEREAS, the Department initially issued a purchase order for Forty Thousand Dollars (\$40,000.00) which is approximately half of the budgeted amount in order to gage the use of vehicles, and

WHEREAS, as the Police Department approaches its six month mark, it realizes that the actual budgeted amount was indeed accurate and that there is a need to expend an additional Forty Thousand Dollars (\$40,000.00) for rental car fees, and

WHEREAS, City staff initially relied upon City of Miramar Invitation To Bid #07-007 in the initial purchase and would like to rely upon that same contract for the additional purchase, and

WHEREAS, in light of the fact that the additional purchase will exceed the Manager's authority, City staff is requesting that the City Council authorize this item,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

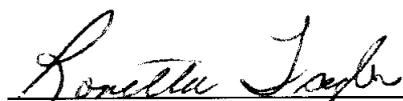
Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to issue a purchase order to Enterprise Leasing Company in the amount of Forty Thousand Dollars (\$40,000.00) by relying upon that certain City of Miramar Invitation To Bid #07-007 for the purchase of leased vehicles for the Police Department.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON APRIL 8, 2009.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Williams
SECONDED BY: Councilman Bratton

VOTE: 7-0

Mayor Shirley Gibson	<u> x </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> x </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> x </u> (Yes)	<u> </u> (No)
Councilman Aaron Campbell	<u> x </u> (Yes)	<u> </u> (No)
Councilman Oliver Gilbert, III	<u> x </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> x </u> (Yes)	<u> </u> (No)
Councilman André Williams	<u> x </u> (Yes)	<u> </u> (No)

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1515 NW 167 Street, Building 5 Suite 200
Miami Gardens, Florida 33169

City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	April 8, 2009		Item Type:	Resolution	Ordinance	Other
			(Enter X in box)	X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No	Yes No
Funding Source:	General Fund		Advertising Requirement: (Enter X in box)	Yes		No
						X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:	City of Miramar IFB#07-007		
	X					
Sponsor Name	Dr. Danny O. Crew		Department:	Police Department		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF FORTY THOUSAND DOLLARS (\$40,000.00) TO ENTERPRISE LEASING COMPANY BY RELYING UPON THAT CERTAIN CITY OF MIRAMAR INVITATION TO BID #07-007; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

Staff Summary:

The Miami Gardens Police Department's (MGPD) utilizes rental vehicles from Enterprise Rental Car to perform various covert activities in the course of everyday activity. These vehicles are necessary in order to maintain an element of surprise when conducting criminal investigations. The Police Department originally budgeted \$86,000 for rental car leases in FY 08-09. In October, the Department issued a purchase order for \$40,000, approximately half of the budgeted amount in an effort to gauge the use. As the department approaches the six month mark in the fiscal year, it realizes that the original budget amount was indeed accurate and there is a need for an additional \$40,000.00 which would put the total of the Manager's authorization. Staff is requesting City Council approval to issue an additional purchase order in the amount of \$40,000 to cover operations for the remainder of the year. This expenditure is funded from the Police Department's General Fund.

The City of Miramar competitively bid for the rental of vehicles for their Police Department. Invitation to Bid No. 07-007 was issued on January 23, 2007 and awarded to Enterprise Leasing Company, located in Miami Lakes, FL. on September 26, 2007, for two years with an option to renew annually for three years. When the initial

**ITEM J-6) CONSENT AGENDA
RESOLUTION
P.O. to Enterprise Leasing Company**

purchase order was issued, City staff relied upon the City of Miramar Bid. Staff is recommending that the City also rely upon the Miramar Contract for this purchase

Proposed Action:

That the City Council authorize the City Manager to issue a Purchase Order in the amount of \$40,000 to Enterprise Leasing Company by relying upon that certain City of Miramar ITB# 07-007, resulting in a total FY 08-09 expenditure of \$80,000.00, which is \$6,000.00 less than the budgeted amount.

Attachment:

Attachment A: City of Miramar Contract

CAR RENTAL / LEASE CONTRACT

This Agreement is entered into as of this 26th day of September 2007, between the City of Miramar (hereinafter the "City") and Enterprise Leasing Company, a Florida Corporation, South Florida Division (hereinafter referred to as "Enterprise").

RECITAL

WHEREAS, the City conducted competitive bids in order to award a bid and enter into an agreement to furnish Rental Vehicles; and

WHEREAS, Enterprise was selected to furnish said Rental Vehicles;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Enterprise and the City agree as follows:

TERMS

1. RECITALS:

The recitals are true and correct and are incorporated and made a part of this Agreement.

2. TERMS:

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of two (2) years from the date of execution of this Agreement by the City, or until terminated by the City as herein set forth. The City Commission will at its sole discretion, have the option of extending this Agreement for three (3) additional three (1) year period(s) as may be specified in accordance with the paragraph entitled OPTION TO RENEW THE PERIOD OF PERFORMANCE, if applicable to this Agreement.

3. OPTION TO RENEW THE PERIOD OF PERFORMANCE

The prices agreed to as a result of this Agreement shall prevail for a two (2) year period from the effective date of this Agreement, at which time the City Commission shall have the option to renew for three (3) additional one (1) year periods, on a year to year basis. Continuation of this Agreement beyond the initial two (2) year period is a prerogative of the City Commission, and not a right of Enterprise. This prerogative will only be exercised when such continuation is clearly in the best interest of the City. Should the City Commission exercise its option to renew, it shall be only for the Services (as defined within) agreed to in this Agreement.

4. STATEMENT OF WORK

VEHICLES TO BE PROVIDED

Enterprise will provide a full selection of cars, wagons, vans and light trucks from which the City may chose. Besides vehicles manufactured by U.S.A. companies, Enterprise will provide a selection of foreign manufactured vehicles. All vehicles provided will be equipped with top of the line options as offered by the manufacturer. Vehicle selection will be classified into groups for pricing. From these groups, the City may choose the vehicles desired. During the term of this Agreement, the City may exchange vehicles within the same pricing groups at any time. If at any time a vehicle is disabled due to mechanical or accidental reason, a replacement or exchange vehicle will be issued immediately upon return of said vehicle. A wide variety of vehicles will be made available both as to make and model, and all makes and models will be provided in a wide variety of colors, at no additional cost to the City.

Enterprise will provide at our discretion an upgraded vehicle form its higher price group during the time of vehicle exchange and at no additional cost to the City.

MAINTENANCE

Enterprise will maintain the vehicles provided under this program, both as to all mechanical repairs and all routine maintenance, including tires, oil, and lube, at no additional cost to the City. Copies of the maintenance/service records of all vehicles rented under this agreement(s) will be available to the City at any time. When a vehicle is down for service, a replacement or loaner vehicle will be provided immediately upon return of said vehicle. Enterprise will provide notification pursuant to vehicle maintenance schedules. In the event of an accident, a loaner or exchange vehicle will be provided during the period in which required process is being completed, as well as the time period that the program vehicle is being repaired. No additional cost to the City will be incurred for loaner or exchange vehicles during these periods.

Any vehicle identified by the City as requiring beyond industry standard maintenance will be replaced, regardless of mileage limitations.

For any vehicle becoming disabled and requiring towing service, the Enterprise will make the arrangements for towing, and all charges for the service will be the responsibility of Enterprise. Towing service charge due to accidents will be the responsibility of the one responsible for said accident.

INSURANCE

The City of Miramar will insure all vehicles provided under this agreement for all causes. The City of Miramar will pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits or causes of action in the name of the contractor where applicable. The City of Miramar will be

responsible for any and all physical damage to a vehicle under this agreement regardless of fault and subrogation rights if any will be assigned.

As an option, Enterprise included "rental car protection" insurance, without third party damages and with third party damages, in the pricing under each group.

MILEAGE LIMITATION

Enterprise will provide unlimited mileage for all vehicles driven within the State of Florida.

VEHICLE USE

It is understood and agreed that vehicles rented under this agreement are intended for undercover investigation and surveillance. Vehicles rented under this agreement are not intended for use as traffic control and enforcement vehicles nor are they intended for use in chase and apprehension or transportation of suspects under arrest. It is further understood that a situation may occur outside the control of either the City of Miramar or Enterprise which may require emergency use of a vehicle in a non-anticipated use.

CONFIDENTIALITY

Given the nature of the use of these vehicles, Enterprise will ensure total confidentiality of the vehicles and the users of such vehicles.

MODIFICATION OF VEHICLES

The City of Miramar may, at its own expense, apply tinting to the windows of any rented vehicle. The City may also, at its own expense, install any electronic equipment it may deem necessary, providing said installation shall cause no permanent damage to vehicles (i.e., holes in sheet metal or dashboard area of vehicle).

QUANTITIES

The City of Miramar reserves the right to increase or decrease the quantity of vehicles during the term of the agreement(s). The quantities stated herein are for the quantities as in use presently by the City of Miramar. Even though no quantities are stated under several groups, a firm monthly rental price is requested. As there might be a need for vehicles under those groups by the City of Miramar in the future, and vehicles under those groups might be required by other governmental entities that wish to utilize this bid, if the bidder agrees to extend to other governmental entities as requested.

5. SCOPE OF SERVICES:

A. Enterprise agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the special terms and conditions set forth in Attachment "A" hereto, which includes the original Solicitation and the Provider's Bid/Proposal/Qualifications submission,

and which by this reference is incorporated into and made a part of this Agreement.

B. Enterprise represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City, (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Attachment "A".

6. PAYMENTS:

Enterprise will submit monthly invoice for the goods and services provided to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed thirty (30) calendar days from the date of acceptance of the goods and services by the City. Under no circumstance will an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or services, unless otherwise agreed to. All invoices will reference the appropriate contract number, the address where the commodities were delivered or the services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the goods and/or services were delivered and accepted. Payment by the City shall be made within thirty (30) days after receipt of Enterprise's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should the City require one to be performed.

7. ACCEPTANCE OF SERVICES BY THE CITY:

The Services shall be provided to the City in strict accordance with the specifications. If Services do not meet specifications, Enterprise will pay all associated fees or costs collected to the City.

8. ACCIDENT PREVENTION AND REGULATIONS:

Precautions shall be exercised at all times for the protection of persons and property. Enterprise will conform to all OSHA, Federal, State, County, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements, shall be borne solely by Enterprise responsible for the same.

9. OWNERSHIP OF DOCUMENTS:

Enterprise understands and agrees that any information, document, report or any other material whatsoever which is given by the City to Enterprise or

which is otherwise obtained or prepared by Enterprise pursuant to or under the terms of this Agreement is and shall at all times remain the property of the City. Enterprise agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10. AUDIT AND INSPECTION RIGHTS:

A. The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Enterprise under this Agreement, audit, or cause to be audited, those books and records of Enterprise which are related to Enterprise's performance under this Agreement. Enterprise agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. The City may, at reasonable times during the term hereof, inspect Enterprise's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Enterprise under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Enterprise will make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Code of the Broward County, Florida, as same may be amended or supplemented, from time to time.

11. AWARD OF AGREEMENT:

Enterprise represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

12. PUBLIC RECORDS:

Enterprise understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Enterprise's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City.

13. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Enterprise understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws

pertaining to public records, conflict of interest, record keeping, etc. The City and Enterprise agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

14. CERTIFICATE OF COMPETENCY:

Enterprise will, at the time of executing this Agreement, hold a valid certificate of competency for Pavement Maintenance Services issued by the Federal, State, or County examining board qualifying said person, firm, corporation or joint venture to perform the work proposed. If a subcontractor(s) is employed, an applicable certificate of competency or license issued to the subcontractor(s) shall be submitted along with the Enterprise's certificate prior to the starting of work; provided, however, that the City may, at its sole option and in its best interest, allow Enterprise to supply the certificate to the City during the first week of work.

15. INDEMNIFICATION:

Enterprise will indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Enterprise or its employees, regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of Enterprise to comply with any of the paragraphs herein or the failure of Enterprise to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Enterprise expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Enterprise, or any of its subcontractors, as provided above, for which the Enterprise's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

16. DEFAULT:

If Enterprise fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Enterprise shall be in default. Upon the occurrence of a default hereunder, the City, in addition to all remedies available to it by law, may immediately, upon written notice to

Enterprise, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City to Enterprise while Enterprise was in default shall be immediately returned to the City. Enterprise understands and agrees that termination of this Agreement under this section shall not release Enterprise from any obligation accruing prior to the effective date of termination. Should Enterprise be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Enterprise will be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the re-procurement of the Services, including consequential and incidental damages.

17. THE CITY'S TERMINATION RIGHTS:

A. The City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Enterprise at least five (5) business days prior to the effective date of such termination. In such event, Enterprise shall pay to the City compensation for Services rendered prior to the effective date of termination. In no event shall the City be liable to Enterprise for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. The City shall have the right to terminate this Agreement, without notice to Enterprise, upon the occurrence of an event of default hereunder. In such event, the City shall not be obligated to pay any amounts to Enterprise and Enterprise will reimburse to the City all amounts received while Enterprise was in default under this Agreement.

18. INSURANCE - GENERAL SERVICE AND MAINTENANCE CONTRACT:

Enterprise will furnish to the City of Miramar, Manager, Risk Management Division, 2300 Civic Center Place, Miramar, Florida 33025, certificates of insurance which indicates that insurance coverage has been obtained which meets the requirements in Attachment "A" hereto.

19. NONDISCRIMINATION:

Enterprise represents and warrants to the City that Enterprise does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Enterprise's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Enterprise further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be

excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

20. ASSIGNMENT:

This Agreement shall not be assigned by Enterprise, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion.

21. NOTICES:

All notices or other communications required under this Agreement will be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO PROVIDER:

Enterprise Leasing Company
ATTN: Corporate Account Manager
16250 NW 59 Ave, suite 208
Miami Lakes, FL 33014
(786) 507-4700
Fax: (786) 507-3800

TO THE CITY OF MIRAMAR:

The City of Miramar
ATTN: Procurement Manager
2300 Civic Center
Miramar, FL 33025
(954) 602-3053
Fax: (954) 602-3483

WITH A COPY TO:

Jamie Alan Cole, Esquire
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.A.
3107 Stirling Rd., Suite 300
Ft. Lauderdale, Florida 33312
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

22. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Florida, and venue for any action arising out of this agreement shall be in Broward, County, Florida.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miramar, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by property authorized representatives of the parties hereto.

23. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

24. INDEPENDENT CONTRACTOR:

Enterprise has been procured and is being engaged to provide services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Enterprise shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees. Enterprise further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Enterprise,

WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

ATTEST:

Yvette M. McLeary
Yvette M. McLeary, City Clerk

THE CITY OF MIRAMAR
By: [Signature]
Robert Payton, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Date: 9-26-07

[Signature] *ora*
Weiss, Serota Helfman
Pastoriza Cole & Boniske, P.L.,
City Attorney

ENTERPRISE LEASING COMPANY

WITNESS:

By: _____

By: [Signature]

Print Name: _____

Print Name: Martyna Baginska

Title: Corporate Accounts Manager

Date: 2/20/07

(CORPORATE SEAL)