

RESOLUTION No. 10 – 11

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA WAIVING THE COMPETITIVE BID PROCESS AND ADOPTING THE EXISTING CONTRACT BETWEEN SEVILLA TRADING (SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE) AND ENTERPRISE LEASING COMPANY IN AN AMOUNT NOT TO EXCEED \$48,000.00; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral Police Department is seeking to establish a contract for car rental services; and

WHEREAS, pursuant to the City of Doral Purchasing and Procurement Ordinance #2004-03, Staff respectfully requests that the City Council waive the competitive bid process and adopt the existing contract between Sevilla Trading (South Florida Money Laundering Strike Force) and Enterprise Leasing Company, presented herein as Exhibit "A," in an amount not to exceed \$48,000.00.

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

Section 1. The City Council hereby waives the competitive bid process and adopts the existing contract between Sevilla Trading (South Florida Money Laundering Strike Force) and Enterprise Leasing Company, presented herein as Exhibit "A," in an amount not to exceed \$48,000.00.

Section 2. This Resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 13th day of January, 2010.



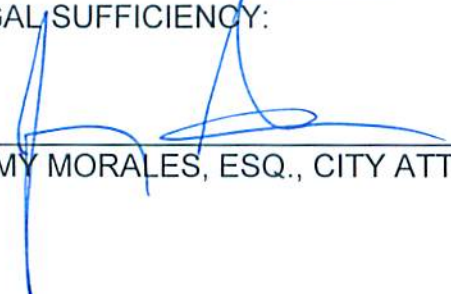
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JIMMY MORALES, ESQ., CITY ATTORNEY

EXHIBIT “A”

Preferred Rate Agreement

Company: Sevilla TradingCompany: Enterprise Leasing CompanyContact: Bob BreedenContact: Donell HenryAddress: 1030 N.W. 111 Avenue Miami, FL 33172Address: 11440 N Kendall Drive #405 Miami, FL 33176

BASE RENTAL CHARGES

VEHICLE CLASS (See Exhibit A for makes and models)

RATES

Car Class I

\$725/month

Car Class II

\$750/month

Car Class III

\$900/month

EXCLUSIONS: Base Rental Charges do not include applicable taxes, surcharges, refueling, one-way, drop-off, delivery, pickup, youthful driver or additional driver charges; or, except as set forth below, any optional products or services such as collision damage waiver ("CDW"), supplemental liability protection ("SLP"), personal accident insurance and personal effects coverage ("Driver Protection Products").

DRIVER PROTECTION PRODUCTS: Base Rental Charges include the Driver Protection Product(s) below:

[CDW FOR BUSINESS RENTALS. For rentals to Customer's employees ("Employees") for business use who are 21 years old or older only, Base Rental Charges include full CDW (with \$100 deductible) upon the terms and subject to the limitations set forth in Enterprise's then standard form of rental contract ("Rental Contract").

MILEAGE CHARGES: No vehicle will be driven over 3,000 miles. Any vehicle approaching said mileage limitation will be returned and a replacement will be issued by Enterprise. If the combined mileage for the original vehicle and any/all replacement vehicles exceed three thousand (3,000) miles within a thirty (30) day rental cycle, the City will pay a \$.17 per mile charge for each mile over three thousand (3,000) miles.

ADDITIONAL TERMS AND CONDITIONS

1. Term. The term of this Preferred Rate Agreement ("Agreement") begins February 1, 2008, and ends on January 31, 2009. This Agreement may be extended for two (2) additional one-year periods upon mutual agreement of the parties. Either party may terminate this Agreement at any time by providing the other party with thirty (30) days prior written notice.

2. Rental Program. Enterprise agrees to make its vehicles available to Employees for rental from Enterprise's rental facilities for business use. Employees of Customer must use the customer numbers assigned by Enterprise to Customer (MA0306, H30000, H30001 rentals for business use) when making the reservation for the rental.

3. Rental Contracts. For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs, a sample which is attached hereto as Schedule B. Rental Contracts terms vary from state to state based on jurisdictional law or slight deviations. Schedule B is intended to provide a representative sample only as terms and limitations may differ. Each Employee (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement..

4. Rental Rates. For the first 12 months following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges quoted on the cover page of this Agreement. In each successive twelve-month period, the Base Rental Charges are subject to increase in accordance with the preceding year's Consumer Price Index (CPI) for All Urban Consumers, All Items (1982-1984+100). In no event shall the price adjustment exceed five percent (5%) or be less than two percent (2%). In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof.

5. Preferred Provider Status. Customer agrees to promote Enterprise as a preferred provider of rental cars, and to recommend Enterprise as an option to Employees renting vehicles for business use to the extent permitted by law.

6. Miscellaneous. Except as otherwise required by law, Customer and Enterprise agree to maintain the confidentiality of the terms of this Agreement. This Agreement executed by Enterprise and Customer and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by a duly authorized officer of Customer and Enterprise, respectively. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which

they are executed. Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) calendar days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice.

Notice as to Enterprise shall be to:

Notice as to Sevilla Trading shall be to:

7. Third-Party Beneficiary. The parties intend for each subsidiary of Enterprise Rent-A-Car Company, a Missouri corporation, to be accorded the status of third-party beneficiary under this Agreement, and for all rights hereunder to inure to the benefit of each such subsidiary.

8. Maintenance. Enterprise will maintain the vehicles, both as to mechanical repairs and routine maintenance. When a Vehicle is out of operation for service, a replacement or loaner Vehicle will be provided immediately upon return of said vehicle. In the event of an accident, a loaner or replacement vehicle will be provided at no additional charge while the damaged vehicle is repaired.

9. Vehicle Usage. It is understood and agreed that vehicles rented under this Agreement are intended for undercover investigation and surveillance by the Customer. The vehicles rented under this Agreement are not intended for use in traffic control and enforcement, nor are they intended for use in chase and apprehension or transportation of suspects under arrest. The Customer is a task force comprised of local and state agencies which are self insured. Each agency shall be responsible for its own acts of negligence and shall hold the other party harmless of any damages.

10. Modification of Vehicle. Enterprise specifically agrees that the Customer may, at its own expense, apply tinting to the windows of any vehicle. Subsequently, there will be no charge to the Customer to remove the tinting if it becomes necessary. The Customer will maintain the tinting as to not detract from the value of the vehicle. The Customer may, at its own expense, install any electronic equipment it may deem necessary, provided that said installation causes no permanent damage to the vehicle (e.g. holes in sheet metal or dash area of vehicle).

11. Billing and Payments. The Customer will issue a purchase order to cover vehicles under this Agreement. Enterprise will invoice the Customer on a monthly basis and expect payment within fifteen (15) days, following receipt of said invoice by the Customer. Customer is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the Customer will provide an exemption certificate to Enterprise. Enterprise shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with Customer, nor shall Enterprise

be authorized to use Customer's Tax Exemption Number in securing such materials.

12. Audits. Enterprise shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Enterprise shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Enterprise shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Enterprise agrees that Customer, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Enterprise and made available to the Customer during the terms of this Agreement and for a period of three (3) years thereafter unless Customer's written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by Enterprise at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at Customer's option Enterprise shall pay Customer for travel, per diem, and other costs incurred by Customer to examine, audit, excerpt, copy or transcribe such material at such other location. Customer shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Enterprise place of business. In the event that an audit is conducted by Enterprise specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Enterprise, then Enterprise shall file a copy of the audit report with Customer's Auditor within thirty (30) days of Enterprise receipt thereof, unless otherwise provided by applicable Federal or State law. Customer shall make a reasonable

effort to maintain the confidentiality of such audit report(s). If, at any time during or after the term of this Agreement, representatives of the Customer conduct an audit of Professional regarding the work performed under this Agreement, and if such audit finds that Customer's dollar liability for any such work is less than payments made by Customer to Enterprise, then the difference shall be either repaid by Enterprise to Customer by cash payment upon demand or, at the sole option of Customer, deducted from any amounts due to Enterprise from Customer. If such audit finds that Customer's dollar liability for such work is more than the payments made by Customer to Enterprise, then the difference shall be paid to Enterprise by cash payment.

13. Compliance with Laws. In performance of the services, Enterprise will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Enterprise to obtain and maintain, at no cost to the Customer, any and all license and permits required to complete the services provided pursuant to this Agreement.

[Signature page follows.]

ENTERPRISE

By: [Signature]
Name: Donnell Henry
Title: Regional Vice President
Date: Feb 1, 2008

CUSTOMER

By: [Signature]
Name: MARK A. GUNN
Title: MAJOR
Date: FEB 4, 2008

APPROVED AS TO FORM
[Signature]
ELIZABETH M. HERNANDEZ
CITY ATTORNEY



EXHIBIT A

Here is an overview of the vehicles available through Enterprise Rent-a-Car. There are three categories listed. With Enterprise having the largest and most diversified fleet in the industry, our inventory is always rotating. Therefore, specific vehicles may or may not always be available on a given date. Conversely new models are always being added. Vehicles in each car class subject to change based on model year.

Rates include Collision Coverage: \$100 Deductible on all car classes

Car Class I	Make	Model	Make	Model
	Dodge	Avenger	Ford	Fusion
	Chrysler	Sebring-sedan	Buick	Lacrosse
	Mitsubishi	Galant	Kia	Altimo
	Chevy	Malibu	Pontiac	G6
	Dodge	Stratus	Chevy	Impala
	Nissan	Altima	Jeep	Liberty
	Kia	Sedona	Chrysler	PT Cruiser
	Dodge	Grand Caravan	Ford	Escape
	Chevy	Equinox	Chevy	Uplander
	Kia	Sportage	Dodge	Magnum
	Dodge	Nitro	Jeep	Compass
	Dodge	Dakota	Chevy	Colorado
	Saturn	Aura	Mazda	6

Car Class II	Make	Model	Make	Model
	Dodge	Charger	Ford	500
	Nissan	Maxima	Dodge	Ram 1500
	Nissan	Xterra	Ford	F 150
	Chevy	Trail Blazer	GMC	Envoy
	Jeep	Grand Cherokee	Ford	Explorer
	Toyota	Camry	Chevy	Silverado
	Hyundai	Santa Fe	Ford	Cargo van
	Toyota	Highlander	Dodge	Durango
	Saturn	Outlook	GMC	Acadia
	Toyota	4runner	Nissan	Pathfinder
	Jeep	Commander	Chrysler	Town and Country
	Ford	Edge		

Car Class III	Make	Model	Make	Model
	GMC	Yukon	Chevy	Tahoe
	Ford	Expedition	Chevy	Suburban
	Chrysler	Aspen	Buick	Enclave
	Infiniti	G35	Volvo	S60

Mileage Limit: 3000 miles per month, each additional mile at \$.17 per mile.

12/22/2009 16:29 FAX 305 715 7981

SEVILLA TRADING

006

12/22/2009 TUE 15:58 FAX --- STRIKE FORCE

006/009

SCHEDULE B

(Attach Sample Rental Contract)



DATE	TIME	RENTAL TYPE	SOURCE #	LO #	RENTAL AGREEMENT NO.

[illegible]

© ENTERPRISE LEASING COMPANY, (A FLORIDA CORPORATION), 200

Signature-on-File Agreement

As part of any rental transaction in which Enterprise Leasing Company, a Florida Corporation delivers possession of a rental vehicle to an employee or agent ("Employee") of Sevilla Trading ("Customer"), the transaction will be subject to the following terms and procedure supplemental to those provided in the standard rental contract: (a) Customer's name will appear as "renter" on the standard rental contract, and Customer will be responsible for the payment of all charges incurred and for compliance with all terms and conditions of the standard rental contract; (b) the notation "Signature on File" will substitute for the signature or initials of the Employee intended as driver of the vehicle in each applicable part of the standard rental contract; (c) Customer will be responsible for authorizing the Employee intended as driver of the vehicle to accept possession of the rental vehicle, and for procuring a written receipt from such Employee confirming delivery of possession of the rental vehicle; (d) Customer will not allow use of the rental vehicle by any Employee under the age of 21 (25 or older in Ontario), or use by any Employee other than business use, or use by any Employee not possessing a valid driver's license issued by the Province in which the Employee resides; (e) Customer will be responsible for ensuring compliance with any applicable law by assuming Enterprise's responsibility to compare the signature of the Employee to whom the vehicle is to be rented to the signature of such Employee on his or her driver's license; and (f) Customer agrees to defend and hold harmless Enterprise Leasing Company, a Florida Corporation against all claims, liabilities, costs and expenses (including reasonable attorneys' fees) arising from the use of any rental vehicle by any Employee in connection with a "signature-on-file" rental transaction, including any claim based on an allegation of negligent entrustment attributable to the incompetence of such Employee to operate the rental vehicle, or other allegation of negligence.

Enterprise Leasing Company, a Florida Corporation

Sevilla Trading

By: 

By: 

Name: Donell Henry

Name: MARK A. QUINN

Title: Regional Vice President

Title: Secretary

Date: 2/15/08

Date: 03/06/08