

RESOLUTION NO. 14-107

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING AN INCREASE TO THE EXISTING AGREEMENT AMOUNT WITH PETERSON'S HARLEY DAVIDSON IN AN AMOUNT OF \$23,363.92.00 FOR A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$25,863.92; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") has an existing agreement with Peterson's Harley Davidson for the provision of motorcycle repairs and maintenance, pursuant to which the City issued purchase order 20140446 in the amount of \$2,5000.00, which is attached hereto as Exhibit "A" ("Harley Purchase Order"); and

WHEREAS, for each vehicle crash, the Florida League of Cities pays the City, minus the deductible, for damages sustained to police vehicles, which are deposited into account 001.60005.500460; and

WHEREAS, in order to pay the vendor to cover the deductible, an increase to the Harley Purchase Order in the amount of \$23,363.92, for a total amount not to exceed \$25,863.92, is necessary.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Funds. An increase in the funds for the Harley Purchase Order in the amount of \$23,363.92, for a total purchase amount not to exceed 25,863.92, is hereby approved, for the provision of maintenance and repairs of emergency equipment for police vehicles.

Section 3. Implementation. The City Manager is hereby authorized to execute such purchase orders, agreements, and/or other documents, after approval as to form and legal sufficiency by the City Attorney, to transfer and expend budgeted funds, and to take such other action as is necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 13 day of AUGUST, 2014.



LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL.



WEISS, SEROTA, HELFMAN, PASTORIZA
COLE AND BONISKE
CITY ATTORNEY

EXHIBIT “A”



ORIGINAL

Purchase Order

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THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20140446-00**

Delivery must be made within doors of specified destination.

BILL TO

2100
CITY OF DORAL - FINANCE DEPARTMENT
8401 NORTHWEST 53RD TERRACE
DORAL, FL 33166

VENDOR

PETERSON'S HARLEY DAVIDSON
19400 NW 2 AVE
MIAMI FL 33169

SHIP TO

POLICE
8420 NW 52ND STREET
SUITE 100
DORAL, FL 33166

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				20140524			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
11/22/2013	1453	11/22/2013				POLICE	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	MOTORCYCLE REPAIRS AND MAINTENANCE. AS PER LEASE TERMS, REPAIRS MUST BE DONE AT PETERSON'S H-D. OPEN PO NOT TO EXCEED			1.0	Each	\$2,500.000	\$2,500.00
***** GL SUMMARY *****							
001 -6000-521-500460-00000-00000-00000				2,500.00			

By  11/22/13
Authorized Signature

VENDOR COPY

PO Total **\$2,500.00**

City of Doral Purchase Order Terms and Conditions

This purchase order constitutes an offer to purchase and not an acceptance of any offer to sell. This offer for goods and/or services may be accepted only in accordance with all terms and conditions of this order without modification, addition, deletion or alteration.

1. **Acceptance:** In absence of written acceptance or the written confirmation by Vendor, the commencement of any work pursuant to this order or the delivery of any goods and/or performance of services described herein shall be deemed an acceptance hereof by Vendor.
2. **Identification:** All shipping containers, shipped documents and invoices must be labeled with the purchase order number, job name and "Shipped to" information without exception. Every shipment must be accompanied by legible packing list or tally containing complete information.
3. **Taxes:** Federal Excise and other taxes on which exemption is allowed government agencies, must not be included or added to the price of any item on this order unless otherwise authorized on the face of this purchase order. Necessary exemption certificates will be supplied upon request if more than what is contained on the face of the purchase order is needed. Any taxes later found to have been included and paid by City shall be refunded by Vendor in the amount of the tax so paid.
4. **Prices:** If prices decline before receipt of shipment, the revised prices shall govern. Otherwise, invoices shall be approved for payment only at the prices of quotations agreed upon or prevailing at the time the order was placed, unless City is notified immediately upon receipt of the purchase order and prior to shipment or any increase in price, whereupon City shall have the right and privilege to cancel the order.
5. **Production and Manufacturing Processes:** Any knowledge or information which Vendor may disclose to City in connection herewith, shall not, unless otherwise specifically agreed to in writing by City, be deemed confidential or proprietary information and shall be acquired free of any such restrictions (other than a claim for City's infringement of Vendor's patents) as part of the consideration for this order.
6. **Drawing Approval:** Items requiring City's approval of drawings shall not be shipped or invoiced without such approval. Any expense incurred by City through Vendor's failure to comply herewith shall be charged to Vendor's account.
7. **Packing and Freight:** A. No charge will be allowed for packing and freight unless agreed upon in writing, prior to acceptance of the order. B. Materials must be packed in conformity with tariff or classification requirements so as to secure the lowest possible freight rates. C. City shall receive the benefit of any decrease in freight rates between the time of quotation and the date of shipment in all cases where freight is part of the quoted price. D. Vendor shall not make partial shipments or deviate from the shipping and routing instructions hereon without prior authorization from the City, and Vendor agrees to reimburse City for any additional expenses incurred from Vendor's breach thereof.
8. **Delivery:** Delivery shall not be made to any place other than the destination specified without City's prior written approval. If delivery cannot be made within the time specified, advise the Purchasing Division immediately, (305) 593-6725.
9. **Special Payment:** No C.O.D. shipments will be accepted.
10. **Rejections/Reimbursements:** If, within a reasonable time after delivery, City finds goods ordered hereunder to be defective in workmanship or material, or otherwise not in conformity herewith, City may, in addition to its other rights, reject and return such goods at Vendor's expense and such goods may not be replaced by Vendor without written authorization from City.
11. **Time of Essence:** Time is the essence of this contract, and if Vendor shall fail to deliver the materials or services at the time specified herein, City upon written notice to the Vendor, mailed to the address on this order, will have the right to procure materials or services elsewhere and the Vendor hereby agrees to pay any additional charge, cost or penalty that City may incur thereby. Because time is the essence of this contract, City also reserves the right to cancel this order without penalty if shipments are not made as specified herein. City further reserves the right to cancel a portion or all of this order for any reason and upon such cancellation shall pay Vendor's reasonable costs incurred.
12. **Indemnity:** Vendor shall indemnify and save City, its agents and employees harmless, and defend any suit and pay any judgment and expenses or effect settlement of any suit or proceeding brought against City, its employees or agents arising from its purchase and/or use of the goods and services covered by this purchase order, and Vendor shall hold City, its agents and employees harmless from all liability and litigation expenses based upon alleged infringement of any patent except for the specific designs or specifications of City.
13. **Warranty:** For a minimum of one (1) year after delivery to City, Vendor warrants that the goods furnished hereunder shall conform to the requirements and specifications of this order and shall be of good workmanship and quality, free of all defects and fit for the purpose for which they are intended. Disclaimers of express or implied warranties and limitations of liability from or in connection with Seller's products ordered hereby will be of no effect unless assented to in writing by City.
14. **Assignment:** Vendor cannot assign or subcontract any part of this order without prior written consent of City.
15. **Non-Waiver:** City's failure to insist upon strict performance of the terms and conditions hereof shall not be construed as a waiver of the right to rely thereon in the future.
16. **Entire Agreement:** This purchase order and the request for bid or quotation, if any, expresses the entire agreement between the Vendor to rely thereon in the future.
17. **Terms of Agreement:** The terms of this agreement shall be construed in accordance with the laws of the state of Florida and enforced only in the federal or state courts located in Miami-Dade County, Florida.
18. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** The bidder, offeror, or contractor represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, City of Doral Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, City of Doral Code.
19. If items purchased are classified as toxic or hazardous substances under Chapter 403, Florida Statutes, Vendor must submit copies of the Material Safety Data Sheet (MSDS) for each substance to the City of Doral, Purchasing Division, 8401 NW 53 Terrace, Doral, Florida 33166 and to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is effected.