

RESOLUTION NO. 2022 – 3989

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER FOR RENTAL OF UNDERCOVER/UNMARKED POLICE VEHICLES TO ENTERPRISE LEASING COMPANY OF FLORIDA, LLC IN AN AMOUNT NOT TO EXCEED \$15,598.75 FOR FISCAL YEAR 21/22 AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FISCAL YEAR 22/23 BY UTILIZING THE TERMS AND CONDITIONS OF CITY OF CORAL SPRINGS BID #17-C-053, UNDERCOVER RENTAL SERVICES FOR SE FL GOVERNMENTAL PURCHASING COOPERATIVE GROUP, PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) Police Department is in need of renting vehicles on a monthly basis for use as undercover/unmarked police vehicles (“Services”) to protect the safety of the City’s residents and visitors and to facilitate the provision of day-to-day operations of the City’s Police Department; and

WHEREAS, the City Council desires to authorize the rental of four vehicles on a monthly basis from May 1, 2022 through September 30, 2022 in an amount not to exceed \$15,598.75 and four vehicles on a monthly basis from October 1, 2022 through August 31, 2023 for the City’s Police Department in an amount not to exceed budgeted funds (collectively, the “Police Vehicle Rentals”); and

WHEREAS, the City of Coral Springs (the “City”) as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group issued Invitation to Bid No. 17-C-053 for the Services and competitively awarded a contract (the “Contract”) to Enterprise Leasing Company of Florida, LLC (the “Vendor”) for the Services; and

WHEREAS, Section 31-11(E)(5) of the City’s Code of Ordinances (the “Code”) provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City’s Code of Ordinances, the City Council seeks to authorize the City Manager to issue a purchase order to the Vendor for the Police Vehicle Rentals consistent with the terms and conditions of the Contract; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

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

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

Section 2. Approval. That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves the purchase of the Police Vehicle Rentals.

Section 3. Authorization. That the City Manager is authorized to issue a purchase order for the Police Vehicle Rentals consistent with the terms and conditions of the Contract in an amount not to exceed \$15,598.75 for Fiscal Year 21/22 and not to exceed budgeted funds for Fiscal Year 22/23.

Section 4. Implementation. That the City Manager is authorized to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

| | |
|-------------------------------|------------|
| Vice Mayor Dr. Walter Fajet | <u>YES</u> |
| Councilman Bob Best | <u>YES</u> |
| Councilman Jacky Bravo | <u>YES</u> |
| Councilman Dr. Victor Vazquez | <u>YES</u> |
| Mayor Maria Puente Mitchell | <u>YES</u> |

PASSED AND ADOPTED this 25th day of April, 2022.

Maria Puente Mitchell

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

Erika Gonzalez

ERIKA GONZALEZ, MMC
CITY CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

Haydee

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND ENTERPRISE LEASING COMPANY OF FLORIDA, LLC

THIS SECOND AMENDMENT to Agreement dated this 21 day of July, 2021, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

ENTERPRISE LEASING COMPANY OF FLORIDA, LLC
a limited liability company
5105 Johnson Road
Coconut Creek, Florida 33073
(hereinafter referred to as "ENTERPRISE")

WHEREAS, on July 19, 2017, CITY entered into an Agreement with ENTERPRISE for undercover vehicle rental services for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, on August 8, 2019, the parties exercised its first option to renew the Agreement for an additional two (2) year period; and

WHEREAS, the current Agreement expires on August 31, 2021 with the option to renew for one (1) additional two (2) year periods under the same terms and conditions; and

WHEREAS, both parties concur with amending the Agreement to extend the term of the Agreement through August 31, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. TERM

The term of this Agreement shall be extended through August 31, 2023.

SECTION 3. RENTAL RATES

Exhibit "A," Preferred Rate Agreement, shall be replaced with Exhibit "A1," attached hereto and incorporated herein. Base Rental Charges for Commercial (no insurance) 'Rate Set C' as set forth on the original Exhibit "A" remain in effect.

SECTION 4. Participating Agencies included in this Second Amendment are listed in Exhibit "B1," attached hereto and incorporated herein.

SECTION 5. FORCE MAJEURE

In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

SECTION 6. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, ENTERPRISE agrees as follows:

(a) ENTERPRISE agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. ENTERPRISE shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) ENTERPRISE shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ENTERPRISE shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that ENTERPRISE is in violation of Section 448.09(1), *Florida Statutes*.

(d) ENTERPRISE shall terminate any agreement with any subcontractor if the ENTERPRISE has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order ENTERPRISE to immediately terminate a contract with a subcontractor if CITY has a good faith belief that ENTERPRISE subcontractor knowingly violated this Section, but ENTERPRISE have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) ENTERPRISE shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 5. In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this Second Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

SECTION 6. This Second Amendment shall be effective upon approval of the City Commission.

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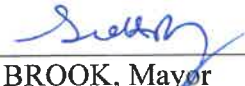
IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and ENTERPRISE LEASING COMPANY OF FLORIDA, LLC hereto have executed this Second Amendment the day and year first above written.

ATTEST:



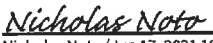
DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



SCOTT BROOK, Mayor

APPROVED AS TO FORM:



Nicholas Noto (Jun 17, 2021 10:44 EDT)
NICHOLAS A. NOTO, Assistant City Attorney

**ENTERPRISE LEASING COMPANY
OF FLORIDA, LLC**

By: *Dave Schmidt*
Dave Schmidt (Jun 17, 2021 07:38 EDT)

Title: GM/VP

Print Name: Dave Schmidt

EXHIBIT A1

Base Rental Charges with No Insurance "Rate Set A"

| Vehicle Class | Monthly Rate |
|--|--------------|
| Class I- Compact Cars | \$ 583.52 |
| Class II- Midsize Sedans | \$ 651.25 |
| Class III – Full size Sedans, Small SUV, Small Pick-Up Trucks | \$ 728.36 |
| Class IV – Premium Sedans, Minivans, Standard/Crossover SUV, Large Pick-up Truck | \$ 797.13 |
| Class V – Luxury Sedans, Large/Premium Size SUV | \$ 1,068.05 |

Base Rental Charges with Damage Waiver "Rate Set B"

| Vehicle Class | Monthly Rate |
|--|--------------|
| Class I- Compact Cars | \$ 786.75 |
| Class II- Midsize Sedans | \$ 854.44 |
| Class III – Full size Sedans, Small SUV, Small Pick-Up Trucks | \$ 931.55 |
| Class IV – Premium Sedans, Minivans, Standard/Crossover SUV, Large Pick-up Truck | \$ 1,000.32 |
| Class V – Luxury Sedans, Large/Premium Size SUV | \$ 1,271.24 |

Class I

Kio Rio
 Mitsubishi Mirage
 Ford Fiesta
 Hyundai Accent
 Nissan Versa
 Chevy Sonic

Class II

Honda Civic
 Kia Soul
 Ford Focus
 Nissan Sentra
 Toyota Corolla
 Chevy Cruz
 VW Jetta
 Hyundai Elantra

Class III

Ford Fusion
 Nissan Altima
 Chevy Malibu
 Dodge Charger
 Toyota Camry
 Mazda 6
 VW Passat
 Hyundai Sonata
 Kia Optima
 Jeep Compass
 Jeep Cherokee
 Nissan Rogue
 Ford Escape
 Kia Sportage
 Toyota Rav 4
 Hyundai Tucson
 Mazda CX-5
 Nissan Frontier
 Ford Ranger
 Toyota Tacoma

Class IV

Ford F150
 Dodge Ram 1500
 Chevy Silverado 1500
 Nissan Titan
 Ford Explorer
 Jeep Grand Cherokee
 Toyota 4 Runner
 Hyundai Santa Fe
 Nissan Pathfinder
 Toyota Highlander
 Kia Sorento
 Hyundai Santa Fe
 Ford Edge
 GMC Acadia
 Dodge Journey
 Hyundai Palisade
 Chevy Blazer
 Chevy Equinox
 Dodge Caravan
 Chrysler Pacifica
 Chrysler Voyager
 Toyota Avalon
 Nissan Maxima
 Ford Taurus
 Chevy Impala
 Chrysler 300
 Buick Lacrosse

Class V

Chevy Tahoe
 GMC Yukon
 Ford Expedition
 Nissan Armada
 Cadillac cts/ct4/ct5
 Hyundai Genesis
 Chevy Suburban
 GMC Yukon XL
 Honda Pilot
 Toyota Sequoia

RFP 17-C-053
UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E. FLORIDA
GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ESTIMATED ANNUAL USAGE

| Municipality | Class I Compact Vehicles | | Class II Midsize Sedans, Small SUVs | | Class III Fullsize Sedans, Midsize SUVs, Minivans, Regular Pickups | | Class IV Large Sedans, Large Pickups, Large SUVs | | Class V Premium Vehicles | |
|--------------------------------|--------------------------------|----------|--|--------------|--|--------------|---|----------|--------------------------------|--------------|
| | Mo. A | Yr. A | Mo. A | Yr. A x12 | Mo. A | Yr. A x12 | Mo. A | Yr. A | Mo. A | Yr. A x12 |
| Coral Springs, City of | | | | | 13 | 156 | | | | |
| Boca Raton, City of | | | | | 7 | 84 | 1 | 12 | | |
| Boynton Beach, City of | 1 | 12 | 1 | 12 | 2 | 24 | 1 | 12 | | |
| Coconut Creek, City of | | | | | 6 | 72 | 3 | 36 | | |
| Davie, Town of | | | | | 5 | 60 | | | | |
| Ft. Lauderdale, City of | | | | | | | 22 | 264 | 4 | 48 |
| Hallandale Beach, City of | | | | | 5 | 60 | | | | |
| Hillsboro Beach, Town of | | | | | 1 | 12 | 1 | 12 | | |
| Lauderhill, City of | | | 2 | 24 | 4 | 48 | | | | |
| Miramar, City of | | | 10 | 120 | | | | | | |
| North Miami, City of | | | | | 8 | 96 | | | | |
| North Miami Beach, City of | | | 3 | 36 | 6 | 72 | 1 | 12 | | |
| Palm Beach Sheriff's Office | | | | | | | 81 | 972 | | |
| Palm Beach, Town of | | | 1 | 12 | 1 | 12 | | | | |
| Plantation, City of | | | | | 8 | 96 | | | | |
| Sunny Isles Beach, City of | | | | | | | 2 | 24 | | |
| Sunrise, City of | 9 | 108 | 2 | 24 | 9 | 108 | 1 | 12 | 6 | 72 |
| West Palm Beach, City of | | | 8 | 96 | 40 | 480 | 8 | 96 | | |
| Wilton Manors, City of | | | | | 1 | 12 | | | | |
| Totals: | 10 | 120 | 27 | 324 | 116 | 1392 | 121 | 1452 | 10 | 120 |



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Detail by Entity Name

Foreign Limited Liability Company
ENTERPRISE LEASING COMPANY OF FLORIDA, LLC

Filing Information

| | |
|------------------------|--------------|
| Document Number | M09000003003 |
| FEI/EIN Number | 59-1664426 |
| Date Filed | 08/04/2009 |
| State | DE |
| Status | ACTIVE |

Principal Address

5105 Johnson Road
Coconut Creek, FL 33073

Changed: 04/05/2018

Mailing Address

600 Corporate Park Drive
Saint Louis, MO 63105

Changed: 02/02/2021

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title Manager

Short, Rick A.
600 Corporate Park Drive
Saint Louis, MO 63105

Title Manager

Taylor, Christine B.
600 Corporate Park Drive
Saint Louis, MO 63105

Title Manager

Taylor, Andrew C.
600 Corporate Park Drive
Saint Louis, MO 63105

Title VP/GM

LaMonte, Dave
11034 Atlantic Blvd
Jacksonville, FL 32225

Title VP/GM

Moore, Kevin
3505 E Frontage Road
Ste 200
Tampa, FL 33607

Title VP

Diehl, Christine
5105 Johnson Road
Coconut Creek, FL 33073

Title VP/GM

SCHMIDT, DAVE
5105 Johnson Road
Coconut Creek, FL 33073

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2020 | 02/07/2020 |
| 2020 | 02/11/2020 |
| 2021 | 02/02/2021 |

Document Images

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SECOND AMENDMENT TO AGREEMENT BETWEEN ENTERPRISE LEASING COMPANY OF FLORIDA, LLC.

Final Audit Report

2021-06-17

| | |
|-----------------|--|
| Created: | 2021-06-16 |
| By: | Denise Orcutt (dorcutt@coralsprings.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAOqd7HhycMkogqEssjKUuN6B_edRmVz_I |

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-  Document created by Denise Orcutt (dorcutt@coralsprings.org)
2021-06-16 - 2:43:27 PM GMT - IP address: 24.233.167.201
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-  Document e-signed by Dave Schmidt (dave.schmidt@ehi.com)
Signature Date: 2021-06-17 - 11:38:11 AM GMT - Time Source: server- IP address: 148.78.91.1
-  Document emailed to Nicholas Noto (nnoto@coralsprings.org) for signature
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Signature Date: 2021-06-17 - 2:44:13 PM GMT - Time Source: server- IP address: 24.233.167.201
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