RESOLUTION NO.: 2015-111

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK, ON BEHALF OF THE CITY, TO ENTER INTO A LEASE AGREEMENT WITH PETERSON HARLEY-DAVIDSON OF MIAMI FOR FIVE (5) POLICE MOTORCYCLES IN AN AMOUNT NOT TO EXCEED $63,000.00 FOR A PERIOD NOT TO EXCEED TWENTY-FOUR (24) MONTHS, AND WAIVING COMPETITIVE BIDDING AS IT IS ADVANTAGEOUS TO THE CITY, AND FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESSES, ON BEHALF OF THE CITY, TO EXECUTE THE AGREEMENT IN SUBSTANTIAL FORM AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

WHEREAS, the Hialeah Police Department desires to lease five (5) 2016 Harley-Davidson FLHP Road King police motorcycles from Peterson Harley-Davidson of Miami, for the purpose of providing police services to its residents, and

WHEREAS, several of the motorcycles in the aging Police Department fleet have reached the end of their life span and are no longer cost-effective to maintain; and

WHEREAS, Peterson Harley-Davidson of Miami is the only local dealership in Miami-Dade County with the authority from Harley-Davidson to lease to law enforcement agencies and who are able to provide maintenance and repair services; and

WHEREAS, the Hialeah Police Department requests to waive competitive bidding as it is advantageous to the City to enter into the lease with Peterson Harley-Davidson of Miami as they are the sole source that can provide the required motorcycles with the accompanying maintenance and repair services; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1. The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witnesses, on behalf of the City, to execute a lease agreement for five

(5) 2016 Harley-Davidson Road King FLHP police motorcycles, in an amount not to exceed $63,000.00 for a period not to exceed twenty-four months, from Peterson Harley-Davidson of Miami, and waiving competitive bidding as it advantageous to the City, in substantial form as attached hereto and made a part hereof as Exhibit "A".

PASSED AND ADOPTED this 25 day of August, 2015.

Isis Garcia-Martinez, Council President

Attest:

Approved on the 28 day of Agst, 2015.

Marbelys Fatjo, City Clerk

Mayor Carlos Hernandez

Approved as to legal sufficiency and form:

Lorena Bravo, City Attorney

Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.L.C. 19400 N. W. 2ND AVE MIAMI, FL 33169 PH. 305-651-4811 FAX. 305-653-8006 TOLL FREE 800-545-2561

PETERSON'S HARLEY-DAVIDSON MIAMI FLORIDA 60th ANNIVERSARY

LEASE AGREEMENT FOR HARLEY-DAVIDSON POLICE MOTORCYCLES

This agreement made and entered into between Peterson's Harley-Davidson of Miami, LLC., designated as the Lessor, and the City of Hialeah, designated as the Lessee, made this _____day of_____, 20____ for the purpose of leasing five (5) FLHP Solid Peace Officer Blue Harley-Davidson Police motorcycles under the following terms and conditions:

1. **EQUIPMENT**: 2016 Harley-Davidson FLHP Police solo motorcycles with the complete description provided on specification sheet attached hereto as Exhibit 1.

2. **AGREEMENT TERM**: The terms of this Agreement shall commence as of the date of delivery of the aforesaid police motorcycles and thereafter for a period of twenty-four (24) months. At the end of the Agreement term, Lessee shall have the option to return the 2016 models and acquiring 2018 models under the same equipment items and for the same terms and conditions as set forth herein. If Lessee decides not to retain the 2016 model motorcycles, they must be returned to Peterson's Harley-Davidson of Miami, L.L.C. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor.

3. **PAYMENT PERIOD**: Lessee shall pay monthly payments in the amount of $525.00 for each motorcycle. Payments include the cost of equipment, payment of interest, full maintenance and administrative costs, less the residual value of the motorcycle. Lease of motorcycles will be billed on the 5th day of each month and payable within 30 days of the date billed during the term of this lease.

4. **INSURANCE**: The City of Hialeah, in its capacity as a governmental entity, maintains insurance, including general liability and automobile liability, and carries Worker's Compensation, under a qualified self-insurance program as specified in accordance with Fla. Sta. §768.28 and shall maintain that status at all times during the lease period.

5. **HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES**: Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise

EXHIBIT A

MIAMI'S ONLY AUTHORIZED HARLEY-DAVIDSON DEALERS

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.C. 19400 N. W. 2ND AVE MIAMI, FL 33169 PH. (305) 651-4811 FAX.(305) 653-8006 TOLL FREE (800) 545-2561

apply, and to the extent permitted by law, each party shall and does hereby indemnify and save the other party harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the indemnifying party with respect thereto from liability insurance by the indemnifying party. The indemnification shall include all costs and expenses including Attorney's fees in connection with any suits or actions resulting from and special liability. Nothing contained herein is intended nor shall be construed to waive any party's rights and immunities under common law and Section 768.28, Florida Statutes.

6. **LIENS**: The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.

7. **TAXES AND FEES:** The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the motorcycle during the term of the Agreement. Both parties recognize that the Lessee is tax exempt under Florida Law.

8. **CARE AND USE OF EQUIPMENT**: The Lessor agrees to maintain the motorcycle pursuant to the manufacturer's standard preventative maintenance plan and/or recommendation. All repairs shall be made at Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2nd Ave., Miami, FL 33169. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2nd Ave., Miami, FL 33169, at regular intervals set up by the Lessor in accordance with the service schedule attached hereto as Exhibit 2. The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the motorcycle for police related activities only, without abuse, and shall not make modifications, alternations or additions to the motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld. The Lessor shall have the right, during regular business hours to enter upon the premises where the motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

9. **DAMAGE OR DETERIORATION OF MOTORCYCLES**: In the event the motorcycle is damaged due to the actions of the Lessee or its employees prior to the end of this Agreement, the Lessee will promptly have the motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers' training will be repaired as soon as the training is completed at Lessee's

MIAMI'S ONLY AUTHORIZED HARLEY-DAVIDSON DEALERS

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expense. This includes damage done to engine, transmission, brakes, paint, and body parts. All repairs must be done at the Lessor's repair facility located at 19400 NW 2nd Ave., Miami, FL 33169. In case of theft or total loss of the motorcycle, the replacement value shall be $23,000.00 minus 2% for each month the Agreement is in effect.

10. **SELECTION OR RIDER**: The Lessor reserves the right to reject any rider of his motorcycle so as to be assured that proper handling and care is exercised.

11. **RIDER RESPONSIBILITY AND PRIVILEGES**: The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the Lessee and the distance is no more than thirty (30) miles each way per motorcycle during the lease period. For each mile driven per motorcycle over a 40,000 total miles distance during the lease period, there shall be 15 cents per mile charge.

12. **EVENTS OF DEFAULT AND REMEDIES:** Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default:

    a) Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or
    b) Lessee shall fail to keep any such other term, covenant or condition contained herein.

    Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

    a) By written notice to Lessee, declare an amount equal to all payments due during the Agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.

    b) Re-enter and take possession of the equipment, enforce this Agreement or terminate the Agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and

    c) Any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement upon failure to comply with any term, covenant or condition contained herein.

13. **MAINTENANCE AND EQUIPMENT**: Lessor shall provide full maintenance for the motorcycles at no cost to the Lessee. Physical damages and clutch replacement, and tires

MIAMI'S ONLY AUTHORIZED HARLEY - DAVIDSON DEALERS

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.C. 19400 N. W. 2ND AVE MIAMI, FL 33169 PH. (305) 651-4811 FAX.(305) 653-8006 TOLL FREE (800) 545-2561

are the exception. The Lessor will pay for labor only on all clutch and tire replacements and/or repairs. Lessor shall not supply Lessee with gasoline or radios. Lessor shall pay for the transfer of any department owned equipment, such as radars and cameras, at the beginning of the lease and each subsequent renewal thereafter. There will be no charge to transfer radios. All maintenance shall be done at Peterson's Harley-Davidson, located at 19400 NW 2nd Ave., Miami, FL 33169. While performing repair and maintenance on a motorcycle, Lessor shall provide loaner motorcycles at no cost to the Lessee police officers that turn in their motorcycles for service or maintenance after Lessee officers provide twenty four (24) hour notice to Lessor of its need of a loaner motorcycle due to an upcoming service or maintenance.

14. **SUBLEASE OR ASSIGNMENT**: Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may affect the subleasing of the motorcycle.

15. **TERMINATION**: Either party may at any time during the term hereof, upon thirty (30) days written notice to the other party, terminate this Agreement with or without cause. Lessor shall be entitled to lease payments due or incurred to the date of such termination.

16. **ENTIRE AGREEMENT; AMENDMENTS**: This Agreement constitutes the entire agreement between Lessor and Lessee, and all negotiations and oral understandings are merged herein. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement and signed by each Party.

17. **CONSENT TO JURISDICTION**: The Parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

18. **GOVERNING LAW**: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

19. **HEADINGS**- Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

20. **SEVERABILITY**: If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

21. **WAIVER**: The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

MIAMI'S ONLY AUTHORIZED HARLEY-DAVIDSON DEALERS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Peterson's Harley-Davidson of Miami, LLC.

Signature of Authorized Representative	Signature of Authorized Representative
	Ace Armstrong, General Manager
Print Name & Title of Representative	Print Name & Title of Representative
Date	Date

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.C. 19400 N. W. 2ND AVE MIAMI, FL 33169 PH. (305) 651-4811 FAX.(305) 653-8006 TOLL FREE (800) 545-2561

MIAMI'S ONLY AUTHORIZED HARLEY-DAVIDSON DEALERS

2016 Harley-Davidson® FLHP Road King® Police

SCOPE OF SPECIFICATIONS
These specifications describe the mechanical and comfort requirements for the FLHP solo law enforcement motorcycles which will be used by the department.

SPECIFICATIONS
All proposed FLHP motorcycles to be in full compliance as follows:

A. Engine
Piston displacement of not less than 1690cc OHV Twin Cam 103 ® High Output Vibration Isolated V-Twin, air-cooled, equipped with OE standard oil cooler, two cylinders with overhead valves and featuring EITMS (Engine Idle Temperature Management System), producing minimal vibration frequencies and magnitudes. Engine and transmission isolated from motorcycle frame utilizing a rubber mounting system.

- Powertrain deluxe chrome group designed for low maintenance; black powder coat finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers.
- Compression ratio: 9.7:1
- Electronic Sequential Port Fuel Injection System (ESPFI)
- Chain Drive Twin Cams
- Hydraulic Lifters requiring no maintenance service adjustments

B. Clutch / Transmission

- Clutch shall be of the latest multiple nine (9) plate design, wet.
- Cable Actuated Clutch system
- Transmission to be of latest design, manual type, with not less than six (6) forward speeds.
- Clutch disengage for starter motor operation
- Primary Drive, double-row chain, 34/46 ratio.
- Greaseless shifter shaft with "anti-vibration" rubber spacers.
- Gear Ratios

1st	9.593
2nd	6.650
3rd	4.938
4th	4.000
5th	3.407
6th	2.875

C. Brakes

- Reflex™ Linked Braking with ABS, linking disengages below 25 mph
- Hydraulic Disc brakes for both front and rear wheels
- Front brakes having dual 11.81-inch diameter floating discs
- Rear brake having a single disc.

- Brakes shall be relatively free of heat fade
- Calipers-4 Piston
- Uniform Expanding Rear Rotor

D. Suspension

Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.

- 49 mm telescopic front forks.
- Rear air-adjustable shocks.
- Rear suspension swing arm bearings shall require no lubrication for life of the motorcycle.

E. Wheels / Tires

- Black Impeller™ Cast Aluminum wheels, rim material to be impermeable to compressed air.
- Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement.
- Bead-retention tires designed to remain on wheel during sudden loss of pressure.
- Sealed automotive style wheel bearings requiring no endplay adjustment and service interval of 100,000 miles (160,000 km).

F. Fuel Tank

- Fuel tank to have a capacity of six (6) U.S. gallons (or 22.71 liters). Must provide a minimum of 1 gal (3.8 L) reserve fuel capacity when main supply is exhausted.
- Electric fuel pump.

G. Electrical System

Electrical system shall be nominal 12-volt as follows:

- Battery. Sealed, heavy-duty maintenance-free, 12-volt, minimum rated capacity – 28 ampere hours (Battery Council International rating), 270 cold cranking amps.
- Ignition. Non-waste spark, alpha control.
- Charging System. Three-phase, 50-amp high output alternator, solid state regulator.
- Connectors. Industrial grade throughout, provided with electrical accessory connection.
- Hand Controls. Water-resistant, integrated switches.
- Starting System. 12-volt starter, solenoid operated engagement, relay required.
- Horn. Sound level audible above motorcycle and traffic-generated noise.

H. Lighting

Each motorcycle shall be provided with the following lighting equipment:

- Dual Halogen Headlight

- Front Emergency Lamps PAR-36, one red and one blue (incandescent).
- Tail light.
- Turn Signals, self-canceling system.
- Flashers, four-way, with independent switch.
- License plate lighting with two blue marker lamps.
- Rear (Red) LED Fender Tip Light

I. **Visual Displays**

- Speedometer. Analog & Digital speedometer, range 0-120mph (or kph equivalent)
- (2) re-settable trip meters.
- Speed Capture with Digital Speed Display
- Gear Indicator
- Odometer. Calibrated, cumulative.
- Tachometer. Analog.
- Fuel level gauge.
- Emergency Light Activation Indicators, separate indicators for front and rear emergency lights.
- Stealth Mode indicator-if activated
- Cruise Control indicator
- Sight glass on brake master cylinders.
- Fuel Mileage countdown till empty displayed in odometer window when Low fuel indicator lamp is lit.
- Turn Signal Indicators
- Hazard-Warning Lights Indicator
- Neutral Indicator
- High beam Indicator
- Low Oil pressure Indicator
- Engine diagnostic light
- ABS indicator lamp
- Security Lamp (if equipped with optional security system)

J. **Feature Requirements**

- Seat. Deluxe solo saddle, special police type, breathable material covering, adjustable coil over spring suspension system.
- Cruise Control-OE standard
- Stealth Mode-optional activation
- Push to Talk Switch-requires other police radio equipment not supplied by H-D
- Power ON for emergency equipment for 30 minutes with ignition OFF
- Analog and Digital Speed Display with Speed Capture feature
- Gear Indicator
- Side Stand. Jiffy stand with electronic disengage to prevent drive off with jiffy stand deployed.
- Foot Boards. pivoting type with non-skid rubber pads.

- Guards. Front engine guard bar and rear saddlebag guard bars. *Horizontal Saddlebag Rails-Optional*
- Saddlebags. Factory installed, law enforcement type Injection Molded GTX saddlebags, approximately 2000 cubic inches of storage space per bag, water resistant, utilizing one touch operation latches.
- Final belt drive, with a rubber isolated 68 tooth rear drive sprocket.
- Chrome, two into one into two exhaust system
- Windshield. Constructed of clear polycarbonate, designed to break away with minimal force.
- Mirrors. Two (2) long stem true image mirrors.
- Key. One key fits all locks.
- Wheelbase. 64 inches (1625 mm).
- Laden Seat Height. 27.3 inches (695 mm)
- Gross Vehicle Weight Rating. 1360 lbs. (617 kg.)
- Dry Weight. 786 lbs. (357 kg.)
- Running Order. 821 lbs. (372 kg.)
- Service Intervals. 1st 1000 miles and then every 5000 miles thereafter.
- Warranty. 24 months, unlimited mileage.

**Specifications apply for both Domestic and California Configurations.

1,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks, contact or abrasion	1,3
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes (if equipped)	Check torque	1,5
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	7
Brake and clutch controls	Check and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks, contact or abrasion	1,3
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Electrical equipment and switches	Check operation	
Air suspension	Check pressure, operation and leakage	1
Fuel door, Tour-Pak, saddlebags (if equipped)	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 50,000 miles (80,000 kilometers).
3. Perform annually or at specified intervals, whichever comes first.
4. Change D.O.T. 4 brake fluid and flush system every two years.
5. Perform spoke tension check at the 1000, 5000, 20,000 mile services and every 15,000 mile interval thereafter. Not all vehicles are
equipped with spoke wheels. Consult appropriate topic in service manual.
6. Replace fork oil and inspect every 50,000 miles (80,000 kilometers).
7. Perform at each rear tire change.

2,500 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks	1
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes	Check tightness	1
Clutch	Check Cable Adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Brake Clutch & Throttle controls	Check, adjust and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks	1
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Electrical equipment and switches	Check operation	
Air suspension	Check pressure, operation and leakage	1
Fuel door, Tour-Pak, saddlebags	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 80,000 kilometers (50,000 miles).
3. Perform annually.
4. Change D.O.T. 4 and flush brake system every two years.
5. Perform at each rear tire change.

5,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks, contact or abrasion	1,3
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes (if equipped)	Check torque	1,5
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	7
Brake and clutch controls	Check and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks, contact or abrasion	1,3
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Inspect	
Electrical equipment and switches	Check operation	
Front fork oil	Replace	1,2
Steering head bearings	Adjust&Lubricate	1
Air suspension	Check pressure, operation and leakage	1
Windshield bushings (if applicable)	Inspect	1
Fuel door, Tour-Pak, saddlebags (if equipped)	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 50,000 miles (80,000 kilometers).
3. Perform annually or at specified intervals, whichever comes first.
4. Change D.O.T. 4 brake fluid and flush system every two years.
5. Perform spoke tension check at the 1000, 5000, 20,000 mile services and every 15,000 mile interval thereafter. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.
6. Replace fork oil and inspect every 50,000 miles (80,000 kilometers).
7. Perform at each rear tire change.

7,500 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks	1
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes	Check tightness	1
Clutch	Check Cable Adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Brake Clutch & Throttle controls	Check, adjust and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks	1
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Electrical equipment and switches	Check operation	
Air suspension	Check pressure, operation and leakage	1
Fuel door, Tour-Pak, saddlebags	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 80,000 kilometers (50,000 miles).
3. Perform annually.
4. Change D.O.T. 4 and flush brake system every two years.
5. Perform at each rear tire change.

10,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks, contact or abrasion	1,3
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	7
Brake and clutch controls	Check and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks, contact or abrasion	1,3
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Inspect	
Electrical equipment and switches	Check operation	
Front fork oil	Replace	1,2
Steering head bearings	Adjust&Lubricate	
Air suspension	Check pressure, operation and leakage	1
Windshield bushings (if applicable)	Inspect	1
Fuel door, Tour-Pak, saddlebags (if equipped)	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 50,000 miles (80,000 kilometers).
3. Perform annually or at specified intervals, whichever comes first.
4. Change D.O.T. 4 brake fluid and flush system every two years.
5. Perform spoke tension check at the 1000, 5000, 20,000 mile services and every 15,000 mile interval thereafter. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.
6. Replace fork oil and inspect every 50,000 miles (80,000 kilometers).
7. Perform at each rear tire change.

15,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks	1
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes	Check tightness	1,6
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	5
Brake and clutch controls	Check, adjust and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks	1
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Inspect	
Electrical equipment and switches	Check operation	
Front fork oil	Replace	1,2
Steering head bearings	Lubricate	
Air suspension	Check pressure, operation and leakage	1
Fuel door, Tour-Pak, saddlebags	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 80,000 kilometers (50,000 miles).
3. Perform annually.
4. Change D.O.T. 4 and flush brake system every two years.
5. Perform at each rear tire change.
6. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.

20,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks	1
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes	Check tightness	1,6
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	5
Brake and clutch controls	Check, adjust and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks	1
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Replace	
Electrical equipment and switches	Check operation	
Spark plugs	Inspect	
Front fork oil	Replace	1,2
Steering head bearings	Lubricate	2
Air suspension	Check pressure, operation and leakage	1
Windshield bushings (if applicable)	Inspect	1
Fuel door, Tour-Pak, saddlebags	Lubricate hinges and latches	
Windshield bushings (if applicable)	Inspect	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 80,000 kilometers (50,000 miles).
3. Perform annually.
4. Change D.O.T. 4 and flush brake system every two years.
5. Perform at each rear tire change.

25,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks	1
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes	Check tightness	1,6
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	5
Brake and clutch controls	Check, adjust and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks	1
Fuel tank filter	Replace	1
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Inspect	
Electrical equipment and switches	Check operation	
Front fork oil	Replace	1,2
Steering head bearings	Adjust	1
Air suspension	Check pressure, operation and leakage	1
Windshield bushings (if applicable)	Inspect	1
Fuel door, Tour-Pak, saddlebags	Lubricate hinges and latches	
Windshield bushings (if applicable)	Inspect	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 80,000 kilometers (50,000 miles).
3. Perform annually.
4. Change D.O.T. 4 and flush brake system every two years.
5. Perform at each rear tire change.
6. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.

30,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks, contact or abrasion	1,3
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Primary chaincase lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	7
Brake and clutch controls	Check and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks, contact or abrasion	1,3
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Inspect	
Electrical equipment and switches	Check operation	
Front fork oil	Replace	1,2
Steering head bearings	Lubricate	
Air suspension	Check pressure, operation and leakage	1
Windshield bushings (if applicable)	Inspect	1
Fuel door, Tour-Pak, saddlebags (if equipped)	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 50,000 miles (80,000 kilometers).
3. Perform annually or at specified intervals, whichever comes first.
4. Change D.O.T. 4 brake fluid and flush system every two years.
5. Perform spoke tension check at the 1000, 5000, 20,000 mile services and every 15,000 mile interval thereafter. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.
6. Replace fork oil and inspect every 50,000 miles (80,000 kilometers).
7. Perform at each rear tire change.

50,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks	1
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes	Check tightness	1,6
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	5
Brake and clutch controls	Check, adjust and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks	1
Fuel tank filter	Replace	1
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Inspect	
Electrical equipment and switches	Check operation	
Front fork oil	REBUILD	1,2
Steering head bearings	Adjust	1
Air suspension	Check pressure, operation and leakage	1
Windshield bushings (if applicable)	Inspect	1
Fuel door, Tour-Pak, saddlebags	Lubricate hinges and latches	
Windshield bushings (if applicable)	Inspect	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 80,000 kilometers (50,000 miles).
3. Perform annually.
4. Change D.O.T. 4 and flush brake system every two years.
5. Perform at each rear tire change.
6. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.L.C. 19400 N. W. 2ND AVE MIAMI, FL 33169 PH. 305-651-4811 FAX. 305-653-8006 TOLL FREE 800-545-2561

LEASE AGREEMENT FOR
HARLEY-DAVIDSON POLICE MOTORCYCLES

This agreement made and entered into between Peterson's Harley-Davidson of Miami, LLC., designated as the Lessor, and the City of Hialeah, designated as the Lessee, made this _____day of_____, 20____ for the purpose of leasing five (5) FLHP Solid Peace Officer Blue Harley-Davidson Police motorcycles under the following terms and conditions:

1. **EQUIPMENT**: 2016 Harley-Davidson FLHP Police solo motorcycles with the complete description provided on specification sheet attached hereto as Exhibit 1.

2. **AGREEMENT TERM**: The terms of this Agreement shall commence as of the date of delivery of the aforesaid police motorcycles and thereafter for a period of twenty-four (24) months. At the end of the Agreement term, Lessee shall have the option to return the 2016 models and acquiring 2018 models under the same equipment items and for the same terms and conditions as set forth herein. If Lessee decides not to retain the 2016 model motorcycles, they must be returned to Peterson's Harley-Davidson of Miami, L.L.C. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor.

3. **PAYMENT PERIOD**: Lessee shall pay monthly payments in the amount of $525.00 for each motorcycle. Payments include the cost of equipment, payment of interest, full maintenance and administrative costs, less the residual value of the motorcycle. Lease of motorcycles will be billed on the 5th day of each month and payable within 30 days of the date billed during the term of this lease.

4. **INSURANCE**: The City of Hialeah, in its capacity as a governmental entity, maintains insurance, including general liability and automobile liability, and carries Worker's Compensation, under a qualified self-insurance program as specified in accordance with Fla. Sta. §768.28 and shall maintain that status at all times during the lease period.

5. **HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES**: Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise

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apply, and to the extent permitted by law, each party shall and does hereby indemnify and save the other party harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the indemnifying party with respect thereto from liability insurance by the indemnifying party. The indemnification shall include all costs and expenses including Attorney's fees in connection with any suits or actions resulting from and special liability. Nothing contained herein is intended nor shall be construed to waive any party's rights and immunities under common law and Section 768.28, Florida Statutes.

6. **LIENS**: The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.

7. **TAXES AND FEES:** The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the motorcycle during the term of the Agreement. Both parties recognize that the Lessee is tax exempt under Florida Law.

8. **CARE AND USE OF EQUIPMENT**: The Lessor agrees to maintain the motorcycle pursuant to the manufacturer's standard preventative maintenance plan and/or recommendation. All repairs shall be made at Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2nd Ave., Miami, FL 33169. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2nd Ave., Miami, FL 33169, at regular intervals set up by the Lessor in accordance with the service schedule attached hereto as Exhibit 2. The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the motorcycle for police related activities only, without abuse, and shall not make modifications, alternations or additions to the motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld. The Lessor shall have the right, during regular business hours to enter upon the premises where the motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

9. **DAMAGE OR DETERIORATION OF MOTORCYCLES**: In the event the motorcycle is damaged due to the actions of the Lessee or its employees prior to the end of this Agreement, the Lessee will promptly have the motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers' training will be repaired as soon as the training is completed at Lessee's

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expense. This includes damage done to engine, transmission, brakes, paint, and body parts. All repairs must be done at the Lessor's repair facility located at 19400 NW 2nd Ave., Miami, FL 33169. In case of theft or total loss of the motorcycle, the replacement value shall be $23,000.00 minus 2% for each month the Agreement is in effect.

10. **SELECTION OR RIDER**: The Lessor reserves the right to reject any rider of his motorcycle so as to be assured that proper handling and care is exercised.

11. **RIDER RESPONSIBILITY AND PRIVILEGES**: The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the Lessee and the distance is no more than thirty (30) miles each way per motorcycle during the lease period. For each mile driven per motorcycle over a 40,000 total miles distance during the lease period, there shall be 15 cents per mile charge.

12. **EVENTS OF DEFAULT AND REMEDIES:** Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default:

    a) Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or
    b) Lessee shall fail to keep any such other term, covenant or condition contained herein.

    Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

    a) By written notice to Lessee, declare an amount equal to all payments due during the Agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.

    b) Re-enter and take possession of the equipment, enforce this Agreement or terminate the Agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and

    c) Any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement upon failure to comply with any term, covenant or condition contained herein.

13. **MAINTENANCE AND EQUIPMENT**: Lessor shall provide full maintenance for the motorcycles at no cost to the Lessee. Physical damages and clutch replacement, and tires

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are the exception. The Lessor will pay for labor only on all clutch and tire replacements and/or repairs. Lessor shall not supply Lessee with gasoline or radios. Lessor shall pay for the transfer of any department owned equipment, such as radars and cameras, at the beginning of the lease and each subsequent renewal thereafter. There will be no charge to transfer radios. All maintenance shall be done at Peterson's Harley-Davidson, located at 19400 NW 2nd Ave., Miami, FL 33169. While performing repair and maintenance on a motorcycle, Lessor shall provide loaner motorcycles at no cost to the Lessee police officers that turn in their motorcycles for service or maintenance after Lessee officers provide twenty four (24) hour notice to Lessor of its need of a loaner motorcycle due to an upcoming service or maintenance.

14. **SUBLEASE OR ASSIGNMENT**: Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may affect the subleasing of the motorcycle.

15. **TERMINATION**: Either party may at any time during the term hereof, upon thirty (30) days written notice to the other party, terminate this Agreement with or without cause. Lessor shall be entitled to lease payments due or incurred to the date of such termination.

16. **ENTIRE AGREEMENT; AMENDMENTS**: This Agreement constitutes the entire agreement between Lessor and Lessee, and all negotiations and oral understandings are merged herein. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement and signed by each Party.

17. **CONSENT TO JURISDICTION**: The Parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

18. **GOVERNING LAW**: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

19. **HEADINGS**- Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

20. **SEVERABILITY**: If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

21. **WAIVER**: The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

MIAMI'S ONLY AUTHORIZED HARLEY-DAVIDSON DEALERS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Peterson's Harley-Davidson of Miami, LLC.

Signature of Authorized Representative

Mayor Carlos Hernandez

Print Name & Title of Representative

8/28/15

Date

Signature of Authorized Representative

Ace Armstrong, General Manager

Print Name & Title of Representative

Date

ATTEST:

MARBELYS FATJO
City Clerk

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