

RESOLUTION NO. 2020-174

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING THE EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$83,676.00 FROM THE LAW ENFORCEMENT TRUST FUND-STATE ACCOUNT FOR THE RENTAL OF UNDERCOVER SURVEILLANCE VEHICLES FROM ROYAL RENT-A-CAR SYSTEMS OF FLORIDA, INC., VENDOR #21162, UPON SUCH COSTS HAVING BEEN APPROVED BY THE CHIEF OF POLICE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hialeah Police Department investigates high-level narcotic and other protracted and complex investigations that require the police department personnel to be in the field, in addition to, conducting surveillance of subjects and locations in various settings; and

WHEREAS, unmarked motor vehicles are a necessary means of transportation for law enforcement officers in the Criminal Investigations Division of the Hialeah Police Department when performing duties in official capacity; and

WHEREAS, having the ability to rent a variety of vehicles from different manufacturers will increase the likelihood of successful investigations without detection as well as enhance the safety of Hialeah Police Department personnel; and

WHEREAS, the Hialeah Police Department presently has a contract with Royal Rent-A-Car Systems of Florida, Vendor #21162, an active corporation in good standing in the state of Florida; and

WHEREAS, the Hialeah Police Department presently has a motor vehicle rental agreement with Royal Rent-A-Car Systems of Florida, attached hereto as Exhibit 1; and

WHEREAS, funding for this project will be from account #105.1000.521.442 Law Enforcement Trust Fund-State; and

WHEREAS, Section 932.7055, Fla. Stat. (2018), the Florida Contraband and Forfeiture Act, authorizes the expenditure of Law Enforcement Trust Funds for this purpose and the funds are available in the Law Enforcement Trust Fund-State account for the Police Department; and

WHEREAS, the Chief of Police of the City of Hialeah Police Department has recommended adoption of this resolution and determined that the proposed expenditure complies with the Florida Contraband Forfeiture Act, and all applicable rules, regulations and guidelines governing the expenditure of Law Enforcement Trust Fund-State; and

WHEREAS, the City finds the expenditure is in the public interest;

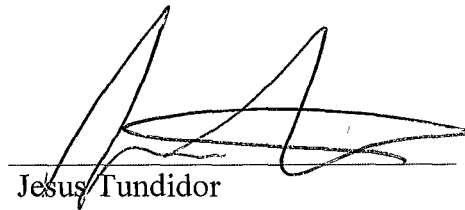
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby approves the expenditure in amount not to exceed \$83,767.00 from the Law Enforcement Trust Fund-State account for the rental of undercover surveillance vehicles from Royal Rent-A-Car Systems of Florida, Inc., Vendor #21162, and pursuant to the terms and conditions as set forth in "Exhibit 1."

Section 3: This resolution shall become effective when passed by the City Council and signed by the Mayor.


PASSED AND ADOPTED this 24 day of November, 2020.



Jesus Tundidor

Council President

Attest: Approved on this _____ day of _____, 2020.


Marbelys Fatjo, City Clerk
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney
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Resolution was adopted by 4-0-3 vote with Councilmembers, De la Rosa, Hernandez, Perez and Tundidor voting "Yes" and with Council Member Cue-Fuente, Council Member Garcia-Roves and Council Member Zogby absent.

Motor Vehicle Rental Agreement

Whereas Royal Rent-A-Car Systems of Florida, Inc. (referred to as "ROYAL") with a mailing address of 3650 N.W. South River Drive, Miami, Florida 33142, and the City of Hialeah Police Department (referred to as "HPD") with a mailing address of 5555 East 8 Avenue, Hialeah, Florida 33013, are hereby entering into this Motor Vehicle Rental Agreement (referred to as "Agreement") and state the Agreement will be governed by the following terms and conditions:

I. Terms

Agreement begins on _____ and expires on _____ and shall remain in full force and effect until such times as either party provides the other party with thirty (30) days written notice.

All conditions will remain the same, for five (5) years following the date of this Agreement, ROYAL agrees to charge the Base Rental Charges set forth in this paragraph XI of the Agreement. HPD shall, at their discretion, have the flexibility to add additional vehicles or return vehicles, as their needs require. The undersigned represent and warrant that each has full authority and approval to execute and deliver this Agreement and, once executed, that this Agreement is legally binding upon and enforceable against ROYAL and HPD in accordance with its terms and that the performance of each party's obligations hereunder have been duly authorized. This Agreement may be executed and delivered (including by facsimile or electronic [pdf] communication) in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument. A facsimile or electronic signature on this Agreement shall be treated as an original.

II. Delivery

Initial vehicles under the terms of this Agreement will be made available at the closest ROYAL office or any other office of ROYAL that is mutually convenient to the parties.

III. Cars to be Provided

ROYAL will provide a selection of cars, wagons, vans and trucks from which HPD may choose. This selection will be classified into groups for pricing. From these groups, HPD may choose the vehicles desired. During the term of this Agreement, HPD may exchange vehicles within the same pricing group at any time. If at any time a vehicle is disabled due to a mechanical failure or accident, a replacement or exchange vehicle will be issued immediately upon return of the disabled vehicle. A selection of vehicles will be made available both as to make, model and color.



IV. Maintenance

ROYAL will maintain the vehicles provided under this Agreement as to mechanical repairs and routine maintenance. When a vehicle is out of service due to mechanical repairs or maintenance, 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 damage vehicle is repaired.

V. Confidentiality

Given the nature of the use of the covered vehicles, ROYAL is fully aware of the need for confidentiality and will do everything in its power to ensure these needs.

VI. Vehicle Usage

It is understood and agreed the vehicles rented or provided to HPD under this Agreement are intended for law enforcement use. The vehicles rented or provided to HPD under this Agreement are not intended, nor to be used, for traffic control, for traffic enforcement, for chase apprehension, for transportation of suspects under arrest or for detainees. It is understood that a situation may occur the control of HPD which may require emergency use of a rented vehicle in a non-anticipated fashion, however, ROYAL does not sanction use of any vehicle in a manner other than as provided under the terms of this Agreement and in accordance with applicable laws, rules, and requirements governing HPD and the user of the vehicle.

VII. Mileage Charges/Limitation

No mileage charges are anticipated by this Agreement. However, no contract vehicle will be driven over a mileage that exceeds twenty thousand (20,000) miles. Any vehicle approaching said mileage limitation will be returned and a replacement will be issued.

VIII. Modification of Vehicles

ROYAL specifically agrees that HPD may, at its sole cost and expense; apply tinting to the windows of any contract vehicle. Subsequently there will be no charge to HPD to remove tinting if it becomes necessary.

IX. Billing and Payments

It is anticipated that HPD will issue a purchase order to cover vehicles under this Agreement. ROYAL will invoice HPD on a monthly basis and payment shall be made within Thirty (30) days following the invoice.

X. Insurance Option

It is understood that HPD is self-insured for third person bodily injury and property damage. HPD shall be responsible for all claims and losses caused by use and/or operation of all vehicles under this Agreement. ROYAL will repair any and all vehicles at an authorized repair facility. A self-funded insurance statement shall be provided by HPD to ROYAL prior to obtaining vehicles. HPD shall and hereby agrees to, indemnify, defend and hold ROYAL harmless from and for all claims, damages, losses, injuries, expenses, attorneys' fees (including without implied limitation litigation fees and costs at all trial and appellate levels), and all other sums arising or resulting from the rental, leasing, use and/or operation of vehicles obtained from ROYAL. HPD shall not be responsible for any and all physical damages that occur prior to the delivery of the vehicle to any employee of HPD. The terms, provisions and obligations of this paragraph shall survive any expiration or termination of this Agreement.

XI. Rate Structure

Vehicle Class Type	Base Rental Charges
Group I Midsize (Cruze, Corolla, Sentra, Elantra, 200)	\$668
Group II Full Size (Altima, Sonata, Charger, Camry)	\$712
Group III Pickup (F-150, Ram 1500)	\$712
Group IV MidSize SUV (Explorer, Cherokee, Pathfinder, Wrangler)	\$712
Group V Minivans (Town & Country, Caravan)	\$712
Group VI Full Size SUV (Expedition, F250)	\$825
Group VII Luxury	\$825

- With maintenance under vehicle manufacturer warranty
- No U.M. coverage provided by ROYAL and HPD declines U.M. Coverage
- No Liability coverage provided by ROYAL
- \$100.00 Deductible on physical damage to ROYAL vehicle

Royal Rent-A-Car Systems of Florida, Inc.


By: 

Name: Ismael Pered

Title: President

Date: 6/9/2016

Hiialeah Police Department

By: 

Name: Sergio Velazquez

Title: Chief of Police

Date: 6/9/2016



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
ROYAL RENT-A-CAR SYSTEMS OF FLORIDA, INC.

Filing Information

Document Number	G56282
FEI/EIN Number	59-2334873
Date Filed	08/22/1983
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	03/12/1984
Event Effective Date	NONE

Principal Address

3650 NW S. RIVER DR
MIAMI, FL 33142

Changed: 01/18/2005

Mailing Address

3650 NW S. RIVER DR
MIAMI, FL 33142

Changed: 01/18/2005

Registered Agent Name & Address

PERERA, ISMAEL
3650 NW S. RIVER DR
MIAMI, FL 33142

Name Changed: 03/07/2008

Address Changed: 01/18/2005

Officer/Director Detail

Name & Address

Title P

PERERA, ISMAEL
3650 NW S. RIVER DR

Title S

PERERA, ISMAEL
 3650 NW S. RIVER DR
 MIAMI, FL 33142

Title D

PERERA, ISMAEL
 3650 NW S. RIVER DR
 MIAMI, FL 33142

Annual Reports

Report Year	Filed Date
2018	03/29/2018
2019	04/29/2019
2020	05/11/2020

Document Images

05/11/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
03/29/2018 -- ANNUAL REPORT	View image in PDF format
04/26/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
03/26/2015 -- ANNUAL REPORT	View image in PDF format
03/11/2014 -- ANNUAL REPORT	View image in PDF format
02/27/2013 -- ANNUAL REPORT	View image in PDF format
04/26/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
04/06/2010 -- ANNUAL REPORT	View image in PDF format
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01/25/2001 -- ANNUAL REPORT	View image in PDF format
03/04/2000 -- ANNUAL REPORT	View image in PDF format
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04/15/1998 -- ANNUAL REPORT	View image in PDF format
04/15/1997 -- ANNUAL REPORT	View image in PDF format
04/26/1996 -- ANNUAL REPORT	View image in PDF format
04/17/1995 -- ANNUAL REPORT	View image in PDF format



Council Members

Katharinie Cue-Fuente
Jacqueline Garcia-Roves
Monica Perez
Jesus Tundidor
Carl Zogby

Carlos Hernandez
Mayor

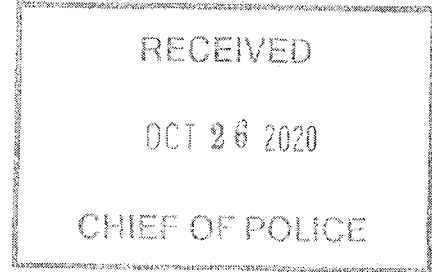
Paul B. Hernandez
Council President

Oscar De La Rosa
Council Vice President

City of Hialeah

October 26, 2020

Honorable Mayor Carlos Hernandez
And Council Members
City of Hialeah
Hialeah, Florida 33010



RE: Undercover Surveillance Vehicles

Request authorization to expend funds from account #105.1000.521.442 Law Enforcement Trust Fund State account in an amount not to exceed \$83,676.00 for under cover surveillance vehicles during the 2021 fiscal year.

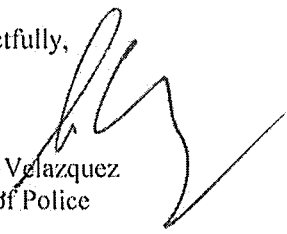
Dear Mayor Hernandez and Council Members:

The Hialeah Police Department investigates high-level narcotic and other protracted complex investigations that require surveillance of subjects and locations in various settings. The surveillance done on subjects has been a great tool to prevent crime. The standard police looking vehicles such as the Ford Taurus or Chevrolet Impalas do not allow for undetected surveillance for these investigations. A variety of vehicles from different manufacturers will increase the likeness of a successful investigation and enhance officer safety.

We currently have a contract with Royal Rent-A-Car Systems of Florida, Inc. (Vendor #21162) 3650 NW South River Drive, Miami, Florida. These vehicles are used by officers assigned to the High Intensity Drug Trafficking Task Force and other special task forces. They allow vehicles to be exchanged at a moment's notice at various locations throughout South Florida. We are requesting to allocate an additional twenty-eight thousand dollars to rent vehicles for the Criminal Investigation Division – which will allow for undected surveillance in unmarked vehicles. Royal Rent-A-Car Systems of Florida, Inc. is an active corporation and in good standing.

The remaining available balance in Law Enforcement Trust Fund State account #105.1000.521.442 after this request is \$ _____, as of agenda deadline.

Respectfully,


Sergio Velazquez
Chief of Police

APPROVED / DISAPPROVED: _____
Luis Suarez, Acting Purchasing Manager

APPROVED / DISAPPROVED: _____
Ines F. Beecher, OMB Director

APPROVED / DISAPPROVED: _____
Carlos Hernandez, Mayor