

RESOLUTION NO. 2021-148

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, WAIVING COMPETITIVE BIDDING AND APPROVING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$91,000.00 FROM THE LAW ENFORCEMENT TRUST FUND-STATE FOR THE RENTAL OF UNDERCOVER SURVEILLANCE VEHICLES FROM ROYAL RENT-A-CAR SYSTEMS OF FLORIDA, INC., FOR THE PERIOD REMAINING IN EXISTING CONTRACT BETWEEN CITY OF HIALEAH POLICE DEPARTMENT AND ROYAL RENT-A-CAR SYSTEMS OF FLORIDA, INC. EXPIRING ON JULY 1, 2022, RATIFYING THE TERMS OF THE CONTRACT ATTACHED AS "EXHIBIT 1", 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, the standard police looking vehicles such as the Ford Taurus or Chevrolet Impalas do not allow for undetected surveillance for certain investigations; 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 has a one (1) year contract with Royal Rent-A-Car Systems of Florida, Inc. which began on July 1, 2021 and expires on July 1, 2022, see "Exhibit 1" attached hereto; and

WHEREAS, Royal Rent-A-Car Systems of Florida, Inc. is an active corporation in good standing in the state of Florida; 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

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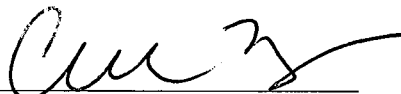
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

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 to issue a purchase order by an amount not to exceed \$91,000.00 from the Law Enforcement Trust Fund-State for the rental of undercover surveillance vehicles from Royal Rent-A-Car Systems of Florida, Inc. for the period remaining in existing contract between City of Hialeah Police Department and Royal Rent-A-Car Systems of Florida, Inc. expiring on July 1, 2022, and ratifying all terms of contract, all actions taken by the Chief and City Officers and employees in performance thereof 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 9 day of November, 2021.

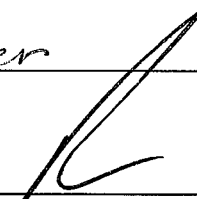


Carl Zogby
Council President

Attest: Approved on this 23 day of November, 2021.



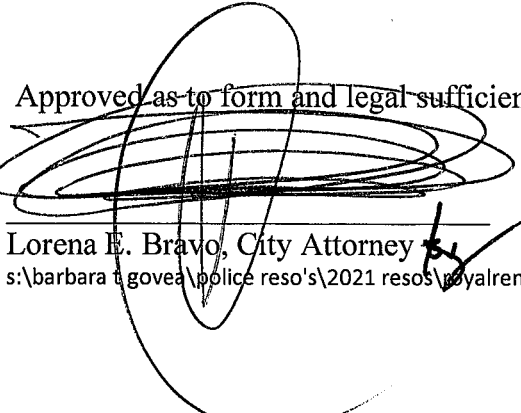
Marbelys Fatjo, City Clerk



Mayor Esteban Bovo, Jr.

Resolution was adopted by 7-0 vote with Councilmembers, Cue-Fuente, De la Rosa, Garcia-Roves, Hernandez, Perez, Tundidor, and Zogby voting "Yes."

Approved as to form and legal sufficiency:



Lorena E. Bravo, City Attorney
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Car Rental \ Lease Contract

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 and doing business as "HPD"), with a mailing address 5555 East 8 Avenue Hialeah, Florida 33013 are hereby entering into a Car Rental/Lease Contract (referred to as "Contract") and agree the Contract will governed by the following terms and conditions:

Terms

Contract begins on 7/1/21 and expires on 7/1/22

Upon mutual agreement the term of this Contract may be extended for five (5) additional 366 days periods with all terms and conditions to remain the same except for the Rate Structure pricing in this Contract which is subject to increase by ROYAL who will utilize the preceding years' Producer Prices Index (PPI) to calculate such increase. 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 Contract and, once executed, that this Contract is binding upon and enforceable against ROYAL and HPD. This agreement may not be modified, altered or amended, or its terms waived, except by an instrument in writing signed by the parties. This Contract 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. Further, a facsimile or electronic signature shall be treated as an original.

Delivery

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

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 Contract, HPD may exchange vehicles at any time provided the vehicle being sought for exchange is from the same pricing group as the vehicle being returned. 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.

Maintenance

ROYAL will maintain the vehicles provided under this Contract as to mechanical repairs and routine maintenance. When a vehicle is out of service due to mechanical repair or routine 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 over the rental rate for the damaged vehicle while it is being repaired.



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.

Vehicle Usage

It is understood and agreed the vehicles provided to HPD under this Contract are intended for investigation and surveillance needs only and shall only be used by an employee of HPD while acting within the scope of the employee's office or employment. The vehicles provided to HPD under this Contract are not intended, nor to be used, for traffic control, for traffic enforcement, for chase and apprehension, for transportation of suspects under arrest or for detainees. It is understood that a situation may occur outside the control of either HPD or ROYAL, which may require emergency use of a 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 Contract, in accordance with manufacturer specifications and the vehicle owner's or operator's manual, and in accordance with applicable laws, rules and requirements governing HPD and the user of the vehicle.

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.

Billing And Payments

It is anticipated that HPD will issue a purchase order to cover vehicles provided under this Contract. ROYAL will invoice HPD on a monthly basis and payment shall be made by HPD to ROYAL within fifteen (15) days, following the invoice.

Violations

HPD will be responsible for all violations, fines and penalties claimed against ROYAL or imposed upon the vehicle(s) provided to HPD including but not limited to parking tickets and red light camera. ROYAL will pay for tolls and bill HPD on monthly basis for reimbursement by HPD.

Cancellation

This contract can be cancelled by either party at any time without penalty.

Insurance Option

HPD states that it is self-insured for third person bodily injury and property damage. HPD shall be responsible for all claims and losses arising from the use and/or operation of all vehicles provided to HPD under this Contract. A current self-funded insurance statement shall be provided by HPD to ROYAL (and maintained current throughout the term of this Contract) prior to obtaining vehicles under this Contract. HPD shall, and hereby agrees to, indemnify, defend and hold ROYAL harmless from

and for all injuries, claims, damages, losses, expenses, attorneys' fees (including without implied limitation, 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 under this Contract. The terms, provisions and obligations of this paragraph shall survive any expiration or termination of this Contract. Nothing herein shall serve as a waiver of sovereign immunity from claims of third parties not a part of this Contract or occupants of the rented vehicle to which HPD is entitled pursuant to Chapter 768.28, Florida Statutes.

Collision

Regarding physical collision damage to vehicles provided under this Contract, in the event of an accident involving vehicles rented hereunder, HPD will be responsible for, and agrees to pay ROYAL, for the first Five Hundred dollars (\$500.00) in collision damages, per accident, for each damaged rental vehicle. Moreover, ROYAL will be responsible for any and all collision damages to each such rented vehicle in excess of the first Five Hundred dollars (\$500.00) in collision damages to the rented vehicle per accident. All repairs will be handled by Royal or at ROYAL approved body shops or repair facilities.

Rate Structure

Midsize - Corolla, Sentra	\$698.00
Full-Size - Camry, Charger, Altima, 300	\$812.00
SUV - Grand Cherokee, Compass, Wrangler, Explorer	\$812.00
Mini Vans - Pacifica	\$812.00
Pick-Up Trucks - F- 150, Ram 1500	\$812.00
Full-Size SUV - Expedition	\$1125.00
Full-Size Pick-Up - F250, Ram 2500	\$1125.00

Accepted by: 
Royal Rent-A-Car Systems of Florida, Inc./ Ismael Perera, President

Date: 8/9/21

Accepted by: 
City of Hialeah Police Department.

Date: 8/16/21

Approved as to form and legal sufficiency
subject to execution by the parties:

General Counsel

Date: _____