

RESOLUTION NO. R-2021-088

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE A PURCHASE ORDER TO ENTERPRISE FM TRUST, A DELAWARE STATUTORY TRUST, FOR THE PURCHASE OF 45 VEHICLES IN THE AMOUNT OF \$2,313,610.36 ON A 36 MONTH LEASE-TO-OWN BASIS UNDER THE MASTER EQUITY LEASE AGREEMENT (PREVIOUSLY APPROVED BY RESOLUTION NO. R-2016-375), THE LEASE PACKAGE AND OPEN-END EQUITY LEASE RATE QUOTE NUMBERS 4958314 AND 4958391, IN ACCORDANCE WITH SECTION 38.41(C)(9) OF THE PROCUREMENT CODE. (BEST INTEREST)

WHEREAS, the Department of Public Works, Fleet Management Division, on behalf of the Police Department, desires to lease 45 new vehicles with an option to purchase in order to replace a portion of those vehicles that have reached or surpassed their life expectancy and road worthiness by age, mileage and wear, and can no longer be relied upon to perform at required operational levels; and

WHEREAS, the Police Department is specifically requesting the lease of 45 Chevrolet Tahoe 1500 RWD 2021 Police Patrol Vehicles (CC10706/9C1/PPV) ("45 Vehicles"), with the ability to purchase at the end of the lease term; and

WHEREAS, the Public Works Department and the Police Department have determined that it is in the best interest of the City to purchase the 45 Vehicles from Enterprise on a lease-to-own basis, after a 36 month lease period, because the 45 Vehicles are currently unavailable from any other source and the next available date to place orders for these vehicles will be in approximately six months due to manufacturer supply issues; and

WHEREAS, on December 14, 2016, the City Commission passed and adopted Resolution Number No. R-2016-375 that authorized the execution of a Master Equity Lease Agreement with Enterprise FM Trust, a Delaware Statutory Trust ("Enterprise"), along with the issuance of a purchase order for specific vehicles for the Code Compliance Division based upon a lease package; and

WHEREAS, the Master Equity Lease Agreement is still valid and in effect and allows for the leasing of vehicles pursuant to specific lease package schedules and addenda; and

WHEREAS, the City has a positive history of leasing vehicles from Enterprise and receiving competitive governmental pricing; and

WHEREAS, due to the above factors and circumstances of obtaining the specific vehicles, the Department of Public Works and Police Department reached out to Enterprise to see if such vehicles were available; and

WHEREAS, Enterprise has provided the City with the attached proposed lease package that can satisfy the Police Department's operational needs; and

WHEREAS, under the Lease Agreement, the City will be responsible for the maintenance of the 45 Vehicles in accordance with all manufacturer's instructions and warranty requirements; and

WHEREAS, the 45 Vehicles will be entitled to warranties established by the manufacturer, including but not limited to Bumper to Bumper Warranties, Major Component Warranties, Corrosion Warranties and Roadside Assistance Warranties; and

WHEREAS, Section 38.41(C)(9) of the City Code provides that when the City Commission declares by a 5/7ths vote that competitive bidding and competitive proposals are not in the best interest of the City, such purchases are exempt from the competitive bidding and competitive proposal requirements; and

WHEREAS, the Director of Public Works, the Chief of Police and the Chief Procurement Officer recommend that the City Commission approve and authorize the issuance of the attached Purchase Order to Enterprise FM Trust for 45 Vehicles for the Police Department in the amount of \$2,313,610.36, of which the anticipated cost for the lease of the 45 Vehicles for the remaining five months of this fiscal year (May to September) is \$269,440.45; and

WHEREAS, funding for the annual debt service payment in the amount of \$646,656.36 is currently included in the Debt Service Fund (Fund 223) of the FY 2021 Adopted Operating Budget, and will be requested in subsequent fiscal years to cover the cost of the 45 Vehicles.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the issuance, by the appropriate City officials, of the attached Purchase Order to Enterprise FM Trust, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.


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Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 7 day of April, 2021.

  
\_\_\_\_\_  
JOSH LEVY, MAYOR

ATTEST:

  
\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY for the use and reliance of  
the City of Hollywood, Florida, only.

  
\_\_\_\_\_  
DOUGLAS R. GONZALES  
CITY ATTORNEY *DR*



**Sold To**                    **City of Hollywood, Florida**  
**2600 Hollywood Blvd**  
**HOLLYWOOD, FL 33020Broward**

**Supplier Enterprise FM Trust, Fleet Cust. Billing**  
**PO Box 800089**  
**Kansas City, MO 64180**

OR  
Mail To

**City of Hollywood  
Accounts Payable, Room 119  
P.O. Box 229045  
Hollywood, FL 33022-9045**

Ship To **1600 South Park Road**  
**Hollywood, FL 33020**

The terms and conditions listed in the Master Equity Lease Agreement and Open-End (Equity) Lease Rate Quote Numbers 4958314 and 4958391 prevail over the City's terms and conditions outlined in the Purchase Order.

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	2021 Chevrolet Tahoe 1500 RWD Police Patrol Vehicles (CC10706/9C1/PPV) - 43 Vehicles	51,412.95		Month		
	Promised		36	Month	1,850,866.20	
	Requested					
	Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.					
				Line Total	1,850,866.20	
2	Reduce Book Value at 36	7,891.64		Each		

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Line	Item	Price	Quantity	UOM	Ordered	Taxable
	months Quote 4958314 dtd 3/25/2021					
	<b>Promised</b>		43	Each	339,340.52	
	<b>Requested</b>					
	Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.					
				<b>Line Total</b>	<b>339,340.52</b>	
3	Service Charge at end of Lease Quote 4958314 dtd 3/25/2021	400.00		Each		
	<b>Promised</b>		43	Each	17,200.00	
	<b>Requested</b>					
	Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.					
				<b>Line Total</b>	<b>17,200.00</b>	
4	2021 Chevrolet Tahoe 1500 RWD Police Patrol Vehicles (CC10706/9C1/PPV) - K9 Model	2,475.08		Month		
	<b>Promised</b>		36	Month	89,102.88	
	<b>Requested</b>					
	Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.					
				<b>Line Total</b>	<b>89,102.88</b>	
5	Reduce Book Value at 36 Months Quote 4958391 dtd 3/25/2021	8,150.38		Each		
	<b>Promised</b>		2	Each	16,300.76	
	<b>Requested</b>					

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Line	Item	Price	Quantity	UOM	Ordered	Taxable
Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.						
<b>Line Total</b>					<b>16,300.76</b>	
6	Service Charge at end of Lease Quote 4958391 dtd 3/25/2021	400.00		Each		
	<b>Promised</b>		2	Each		800.00
	<b>Requested</b>					
Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.						
<b>Line Total</b>					<b>800.00</b>	
7	Additional cost as prescribed in Quote 4958314 and Quote 4958391 both dated 3/25/2021 may be applicable at the end of the Lease	0.00		Lot		
	<b>Promised</b>		1	Lot		0.00
	<b>Requested</b>					
Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.						
<b>Line Total</b>					<b>0.00</b>	
<b>Total</b>					<b>2,313,610.36</b>	

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## TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

### MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

### ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

### EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

### DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

### TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller will be liable for excess costs of reprocurement.

### F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

### TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

### INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

### TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

### RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

### ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

### DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

### INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

### QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

### PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on

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official company letterhead, signed by an authorized officer of the company.

## ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

## UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

## LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

## LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

## INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

## OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

## REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

## PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

## INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

Signature: Steve Stewart  
Assistant Director, Financial Services for Procurement