



# Preferred Rate Agreement

Company: City of North Miami ("Customer") Company: Enterprise Leasing Company, a Florida Corporation ("Enterprise")

Contact: Tiffany Nunn and Kathy Kensy Contact: Tatiana Heredia

Address: 776 NE 125<sup>th</sup> Street, North Miami, Florida 33161 Address: 5105 Johnson Road, Coconut Creek, FL 33073

Contract No: **Coral Springs 07-C-169**

Period Covered: **9/1/11 – 8/31/12**

## BASE RENTAL CHARGES

VEHICLE CLASS (See <u>Exhibit A</u> for makes and models)	RATES
Car Class I	\$31.25/day \$156.25/week \$625.00/month
Car Class II	\$33.75/day \$168.75/week \$675.00/month
Car Class III	\$35.25/day \$176.25/week \$705.00/month
Car Class IV	\$43.75/day \$218.75/week \$875.00/month

EXCLUSIONS: Base Rental Charges do not include applicable taxes, surcharges, refueling, one-way, drop-off, delivery, pickup, youthful driver or additional driver charges; or, except as set forth below, any optional products or services such as collision damage waiver ("CDW"), supplemental liability protection ("SLP"), personal accident insurance and personal effects coverage ("Driver Protection Products").

DRIVER PROTECTION PRODUCTS: Base Rental Charges do not include the Driver Protection Product(s) below. The City of North Miami is self insured.

MILEAGE CHARGES: No vehicle will be driven over 3,000 miles. Any vehicle approaching said mileage limitation will be returned and a replacement will be issued by Enterprise. If the combined mileage for the original vehicle and any/all replacement vehicles exceed three thousand (3,000) miles within a thirty (30) day rental cycle, the City will pay a \$.17 per mile charge for each mile over three thousand (3,000) miles.

## **ADDITIONAL TERMS AND CONDITIONS**

- Term.** The term of this Preferred Rate Agreement ("Agreement") begins February 1, 2012, and ends on August 31, 2012. This Agreement may be extended for one (1) additional one-year periods upon mutual agreement of the parties. Either party may terminate this Agreement at any time by providing the other party with thirty (30) days prior written notice.
- Rental Program.** Enterprise agrees to make its vehicles available to Employees for rental from Enterprise's rental facilities for business use.
- Rental Contracts.** For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Enterprise upon demand for all rental and other charges incurred and all indemnity and other payments owed by an Employee under a Rental Contract relating to a rental for business use not timely paid by the Employee.
- Rental Rates.** For the first 7 months following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges quoted on the cover page of this Agreement. In each successive twelve-month period, the Base Rental Charges are subject to increase in accordance with the preceding year's Consumer Price Index (CPI) for All Urban Consumers, All Items (1982-1984+100). In no event shall the price adjustment exceed five percent (5%) or be less than two percent (2%). In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof.
- Preferred Provider Status.** Customer agrees to promote Enterprise as a preferred provider of rental cars, and to recommend Enterprise as an option to Employees renting vehicles for business use.

6. Miscellaneous. Except as otherwise required by law, Customer and Enterprise agree to maintain the confidentiality of the terms of this Agreement. This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.
7. Third-Party Beneficiary. The parties intend for each subsidiary of Enterprise Rent-A-Car Company, a Missouri corporation, to be accorded the status of third-party beneficiary under this Agreement, and for all rights hereunder to inure to the benefit of each such subsidiary.
8. Maintenance. Enterprise will maintain the vehicles, both as to mechanical repairs and routine maintenance. When a Vehicle is out of operation for service, 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 damaged vehicle is repaired.
9. Vehicle Usage. It is understood and agreed that vehicles rented under this Agreement are intended for undercover investigation and surveillance by the Customer. The vehicles rented under this Agreement are not intended for use in traffic control and enforcement, nor are they intended for use in chase and apprehension or transportation of suspects under arrest.
10. Modification of Vehicle. Enterprise specifically agrees that the Customer may, at its own expense, apply tinting to the windows of any vehicle. Any tint that does not meet the legal Florida Statutes for window tinting under sections 316.2951 through 316.2956 must be removed at the cost of the City of North Miami before returning. The Customer will maintain the tinting as to not detract from the value of the vehicle. The Customer may, at its own expense, install any electronic equipment it may deem necessary, provided that said installation causes no permanent damage to the vehicle (e.g. holes in sheet metal or dash area of vehicle).
11. Billing and Payments. The Customer will issue a purchase order to cover vehicles under this Agreement. Enterprise will invoice the Customer on a monthly basis and expect payment within Thirty (30) days, following receipt of said invoice by the Customer.
12. Insurance and Liability. City of North Miami Contractor shall maintain business automobile liability insurance with limits of at least \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned.) Enterprise shall be included as an additional insured under the auto policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs, bonds or cash deposits afforded to Enterprise. City of North Miami agrees to pay all claims, losses and associated expenses (including reasonable attorney fees) attributed to its and its employees and agents acts or omissions and shall defend ENTERPRISE against all such claims and losses. City of North Miami shall be responsible for any and all physical damage to a vehicle under this Agreement when City of North Miami is found at fault or due to phantom vehicle loss. In the event that City of North Miami is not at fault, ENTERPRISE will exercise due diligence in its effort to subrogate the physical damages against the third party. Within 45 calendar days from the accident, Enterprise will provide City of North Miami's risk management with a detailed report substantiating its diligence in pursuing the subrogation action. If after ninety (90) calendar days ENTERPRISE is unsuccessful in such efforts to subrogate the physical damages claim and does not foresee the likely subrogation of such damages within a reasonable time thereafter, ENTERPRISE may invoice City of North Miami and City of North Miami shall pay ENTERPRISE for the cost of repairing the physical damage and assign rights of subrogation to the City of North Miami. Nothing contained in this agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.
13. Signature on File. As part of any rental transaction in which Enterprise delivers possession of a rental vehicle to an Employee or agent of Customer other than the Employee intended as renter, the transaction will be subject to the following terms and procedures supplemental to those provided in the Rental Contract: (a) Customer's name will appear as "renter" on the Rental Contract; (b) the notation "Signature on File" will substitute for the signature or initials of the Employee intended as renter in each applicable part of the Rental Contract; (c) Customer will be responsible for designating the Employee intended as renter as authorized to accept possession of the rental vehicle, and for procuring a written receipt from such Employee confirming delivery of possession of the rental vehicle; (d) Customer will not allow use of the rental vehicle by any Employee under the age of 21 or as provided by law, or use by any Employee other than for business use, or use by any Employee not possessing a valid driver's license issued by the state in which the Employee resides; (e) Customer will be responsible for ensuring compliance with California Vehicle Code Sections 14604-14609 and any other state's comparable law by assuming Enterprise's responsibility to compare the signature of the Employee to whom the vehicle is to be rented to the signature of such Employee on his or her driver's license; (f) if the rental vehicle is a passenger van with seating for over 10 occupants, Customer will be responsible for distributing to all Employee drivers copies of the Large Van Addendum to the Rental Contract; and (g) Customer agrees to defend and indemnify Enterprise against all claims, liabilities, costs and expenses (including reasonable attorneys' fees) arising from the use of any rental vehicle or breach of any Rental Contract term by any Employee in connection with a "signature-on-file" rental transaction, including any claim based on an allegation of negligent entrustment attributable to the incompetence of such Employee to operate the rental vehicle, or other allegation of negligence.

**ENTERPRISE**

By: [Signature]

Name: Mr. John D. Schmidt

Title: Regional Vice President

Date: 3/6/12

**CUSTOMER**

By: [Signature]

Name: Mr. Stephen E. Johnson

Title: City Manager

Date: 4/13/12 RS

By: [Signature]

Name: Regine M. Monestime

Title: City Attorney

Date: \_\_\_\_\_

By: [Signature]

Name: Mr. Michael A. Etienne, Esq

Title: City Clerk

Date: \_\_\_\_\_



Here is an overview of the vehicles available through Enterprise Rent-a-Car. With Enterprise having the largest and most diversified fleet in the industry, our inventory is always rotating. Therefore, specific vehicles may or may not always be available on a given date. Conversely new models are always being added. \* Vehicles are subject to change bases on available purchase by Enterprise Rent-A-Car and by a model being discontinued or updated

**Car Class I \$31.25/day \$156.25/week \$625.00/month**

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Ford	Fusion	Dodge	Caliber
Chrysler	Sebring	Mazda	5
Dodge	Avenger	Kia	Forte
Chevy	HHR		

**Car Class II \$33.75/day \$168.75/week \$675.00/month**

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Nissan	Altima	Dodge	Nitro
Toyota	Camry	Hyundai	Sonata
Chevy	Malibu	Dodge	Dakota
Chevy	Impala	Jeep	Compass
Jeep	Liberty	Nissan	Rouge
Toyota	Rav 4	GMC	Canyon
Jeep	Patriot	Chevy	Colorado
Dodge	Charger	Kia	Sportage

**Car Class III \$35.25/day \$176.25/week \$705.00/month**

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Dodge	Journey	Kia	Sorrento
Chevy	Equinox	Chevy	Silverado
Nissan	Pathfinder	GMC	Terrain
Dodge	Grand Caravan	Chevy	Traverse
Nissan	Xterra	Dodge	Ram
Nissan	Murano	Ford	Edge
Ford	F150	Mazda	CX-7
Hyundai	Santa Fe	Ford	Explorer
Jeep	Grand Cherokee		

**Car Class IV \$43.75/day \$218.75/week \$875.00/month**

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
GMC	Yukon	Chevy	Tahoe
Ford	Expedition	Dodge	Durango
Nissan	Maxima	Ford	Taurus
GMC	Acadia	Buick	Lucerne