

**RESOLUTION No. 19-288**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE BILL OF SALE BETWEEN THE CITY OF DORAL AND THE VILLAGE OF EL PORTAL FOR THE SALE OF TWO (2) 2014 FORD INTERCEPTORS; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral is a Florida municipal corporation which currently owns the following two (2) 2014 Ford Interceptors;

2014 Ford Interceptor	#184	1FAHP2MK0EG111643
2014 Ford Interceptor	#186	1FAHP2MK4EG111645

**WHEREAS**, Village of El Portal is a Florida municipal corporation which is currently in need of police vehicles; and

**WHEREAS**, the Doral Police Department has determined that these vehicles are no longer of use to the City of Doral due to their age and life expectancy; and

**WHEREAS**, the Village of El Portal has voiced its interest in acquiring the vehicles for use by its police department;

**WHEREAS**, the City Council finds it to be in the best interests of the City to donate the above vehicles which are no longer of any use or value to the Doral Police Department to the Village of El Portal;

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** The City Council of the City of Doral hereby approves the Bill of Sale between the City of Doral and the Village of El Portal for the sale of two (2) 2014 Ford Interceptors, which the Bill of Sale is attached hereto and incorporated

herein as Exhibit "1".

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Not Present at Time of Vote
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 19 day of November, 2019.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY

# Exhibit “1”

## **BILL OF SALE**

This Bill of Sale is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Village of El Portal, Florida (herein "Village of El Portal") and the City of Doral, Florida (herein "Doral").

WHEREAS, Doral is a Florida municipal corporation which currently owns the following two (2) 2014 Ford Interceptors:

2014 Ford Interceptor (Vehicle #184) VIN: 1FAHP2MK0EG111643

2014 Ford Interceptor (Vehicle #186) VIN: 1FAHP2MK4EG111645

WHEREAS, Village of El Portal is a Florida municipal corporation which is currently in need of police vehicles; and

WHEREAS, the Doral Police Department has determined that these vehicles are no longer of use to the City of Doral due to their age and life expectancy; and

WHEREAS, Village of El Portal has voiced its interest in acquiring the vehicles for use by its police department; now, therefore

IN CONSIDERATION of the mutual covenants and conditions herein expressed and the faithful performance of all such covenants and conditions undersigned Doral and Village of El Portal do mutually agree as follows:

(1) Village of El Portal agrees to pay Doral one dollar (\$1.00) for the purchase of the above listed vehicles from the City of Doral in "as is" condition.

(2) Village of El Portal acknowledges and accepts the vehicles in their present condition. ALL VEHICLES ARE SOLD AS IS. THE CITY OF DORAL MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, THE EXCLUSION OF THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.

(3) Village of El Portal agrees that the vehicles are being sold to Village of El Portal in their present condition.

(4) Village of El Portal agrees to unconditionally release, waive, and discharge the City of Doral, its Commission members, employees, agents, and servants, all hereafter referred to as "releasees," from all claims and courses of action, that it, its Commission members, employees, agents and servants may have for any loss, damage, or injury to person or property, whether caused by the negligence, or otherwise of the releasees. In addition, Village of El Portal agrees to indemnify completely, the releasees against all claims, demands, and actions arising out of its actions or involvement with the use of the vehicles.

(5) Doral agrees to relinquish all rights to the vehicles.

VILLAGE OF EL PORTAL, FLORIDA

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CHRISTIA ALOU  
CITY MANAGER

CITY OF DORAL, FLORIDA

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ALBERT P. CHILDRESS  
CITY MANAGER