

**RESOLUTION No. 08 – 18**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO ADOPT THE PUBLICLY BID LEASE CONTRACT BETWEEN THE CITY OF CORAL GABLES, FLORIDA AND PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.C. FOR THE PROVISION OF MOTORCYCLES FOR THE CITY OF DORAL, POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$136,800.00; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral City Council seeks to meet the immediate equipment needs of the newly-formed City of Doral Police Department; and

**WHEREAS**, the City of Doral Police Department seeks a vendor with a long history of safety and reliability for the provision of American-made police motorcycles; and

**WHEREAS**, Harley-Davidson motorcycles are the premier law enforcement motorcycle in the United States in use with over 3,400 police agencies and Peterson's Harley Davidson of Miami, L.C. is the sole provider of motorcycles in Miami-Dade County and has a current, publicly bid lease contract with the City of Coral Gables, Florida attached herein as Exhibit "A;" and

**WHEREAS**, consistent with Section 12-10 of the City of Doral purchasing Ordinance, Staff respectfully requests that Council authorize the City Manager to adopt the publicly bid lease contract between the City of Coral Gables and Peterson's Harley Davidson of Miami, L.C. for the provision of twelve (12) motorcycles for the City of Doral Police Department in an amount not to exceed \$136,800.00.

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

**Section 1.** The City Council of the City of Doral, Florida hereby authorizes the City Manager to adopt the publicly bid lease contract between the City of Coral Gables and Peterson's Harley Davidson of Miami, L.C. for the provision of twelve (12) motorcycles for the City of Doral Police Department in an amount not to exceed \$136,800.00.

**Section 2.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor Cabrera who moved its adoption. The motion was seconded by Councilman Van Name and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes
Councilman Robert Van Name	Yes

PASSED and ADOPTED this 13<sup>th</sup> day of February, 2008.

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

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JOHN HEARN, ESQ., CITY ATTORNEY

# EXHIBIT "A"



**2007 Lease Agreement**

**Between Peterson's Harley Davidson of Miami  
And**

**Coral Gables Police Department  
For 11 Police Motorcycles**

THIS AGREEMENT is entered into this 10<sup>th</sup> day of July, 2007,  
between PETERSON'S HARLEY-DAVIDSON OF MIAMI L.C. ("Lessor") and  
Coral Gables Police Department, a municipal corporation organized and existing under  
the laws of the State of Florida ("Lessee").

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises,  
covenants and payments hereinafter set forth, the Lessor and Lessee agree as follows:





## ARTICLE I EQUIPMENT

2007 HARLEY-DAVIDSON model FLHP-I ROADKING Police solo motorcycle with the following specs:

- White or Black Color
- Performance Package (i.e. Air Cleaner, Muffler)
- Black Storage Light Box
- LED Light Package (Front, Side and Rear LED)
- Harley Davidson Siren
- PA System
- Anti-Lock Brakes
- Extra Rear Brake Lights

## ARTICLE II TERM

The term of Agreement shall be for a period of twenty-four (24) months. At the end of the agreement term, the Lessee shall have the option of returning the 2007 models and acquiring 2009 models under the same equipment items conditions set forth herein. If the Lessee decides not to retain the 2007 models, they must be returned to Lessor.



### ARTICLE III PAYMENT PERIOD

Lessee shall pay monthly in the amount of \$400.00 for each motorcycle. Payments include the cost of equipment, payment of interest, full maintenance and administrative costs less the residual value of the motorcycle. Monthly rental, per motorcycle, shall be payable by the Lessee to Lessor on the 5<sup>th</sup> day of each month during the term of the lease.

### ARTICLE IV NOTICE

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:



FOR LESSOR:

Ace Armstrong, General Manager  
Peterson's Harley-Davidson of Miami, L.C.  
19400 NW 2<sup>nd</sup> Ave.  
Miami, FL 33169  
Telephone: 305-651-4811  
Facsimile: 305-653-8006

FOR CITY:

David Brown  
City Manager  
City Of Coral Gables  
405 Biltmore Way  
Coral Gables, Fl. 33134  
CC: Chief Of Police  
City Attorney





#### ARTICLE V INSURANCE

At its own expense, the Lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from liability in all events. Arising solely from negligence of lessee and further except as to any claim resulting or arising from any maintenance of said motorcycles. The Lessee shall carry workers' compensation covering all employees working on, in or about the motorcycle.

The Lessee shall furnish to the Lessor certificates or other satisfaction evidence of all insurance coverage described above as required by the terms and conditions of this agreement. The Lessor shall be named as additional insured and loss payee.

#### ARTICLE VI HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES

To the extent permitted by law, the Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, or due to maintenance of said motorcycles by lessor. But shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. The indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from and special liability. Nothing contained herein is intended nor shall be



construed to waive Lessee's right and immunities under common law and Section 768.28, Florida Statutes.

#### ARTICLE VII LIENS

The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.

#### ARTICLE VIII TAXES AND FEES

The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the Motorcycle during the term of the Agreement. Both parties recognize that the City of Coral Gables is tax exempt under Florida Law.





ARTICLE IX  
CARE AND USE

The Lessor agrees to maintain the Motorcycle pursuant to the Manufacture's Standard Preventative Maintenance Contract and/or recommendation. All repairs shall be made at PETERSON'S HARLEY DAVIDSON OF MIAMI, L.C, 19400 NW 2<sup>nd</sup> Ave, Miami, Florida 33169. The Lessee, as its own cost and expense, shall ensure delivery of the motorcycle to PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.C., 19400 NW 2<sup>nd</sup> Ave., Miami, Florida 33169, at regular intervals set up by the parties in accordance with the Service Schedule attached hereto as Exhibit 2.

The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the motorcycle for Police related activities only, without abuse, and shall not make modifications, alterations or additions to the motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld.

The Lessor, shall have the right, after approval by Chief of Police during regular business hours to enter upon the premises where the motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so. Chief of Police shall coordinate with Lessor for reasonable access, which access not interfere with police enforcement activities.





ARTICLE X  
DAMAGE OR DETERIORATION OF MOTORCYCLES

In the event the motorcycle is partially damaged or destroyed due to the actions of the Lessee or its employees prior to the end of this agreement, the Lessee will promptly have the motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers training will be repaired as soon as the training is completed at the Lessee's expense. This includes damage done to engine, transmission, clutch, brakes and not just the paint and body parts. All repairs must be done at the Lessor's repair facility. In case of theft or total loss of the motorcycle, the replacement value of the motorcycle shall be \$19400.00 minus 2% for each month the agreement is in effect.

ARTICLE XI  
SELECTION OR RIDER

The Lessor reserves the right to reject any rider of his motorcycle so as to be assured that proper handling and care is exercised.



**ARTICLE XII**  
**RIDER RESPONSIBILITY AND PRIVILEGES**

The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the Lessee and the distance is no more than thirty (30) miles each way.

**ARTICLE XIII**  
**EVENTS OF DEFAULT AND REMEDIES**

Lessee shall be deemed to be in default hereunder upon happening of any of the following events of default:

- A. Lessee shall fail to make any periodic, or to pay any other payments required to be paid hereunder, or
- B. Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of



thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

1. by notice to Lessee, declare an amount equal to all payments due during the agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable;
2. re-enter and take possession of the equipment, enforce this agreement or terminate the agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder; and
3. any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this agreement upon failure to comply with any term, covenant or condition contained herein.





January 16, 2008

Ricardo Gomez  
City of Doral Police Department

## Police Motorcycle Lease

Peterson's Harley-Davidson of Miami, L.C. will lease the City of Doral Police Department twelve (12) FLHP police motorcycles. The motorcycles will include all equipment, i.e.: lights, box, siren etc.

The lease term will be twenty-four (24) months and will be billed monthly at a rate of \$475.00 per custom two-tone motorcycle which would be \$136,800.00 total for all twelve (12) motorcycles for the term of the lease (24) months. This price includes maintenance except tire replacement, physical damage and repairs from training. Will take 30-60 days for delivery of motorcycles.

If you have any questions, please feel free to contact me at 305-651-4811 ext 501.

Sincerely,

Ace Armstrong  
General Manager  
Peterson's Harley-Davidson of Miami, L.C.



## **200 Lease Agreement**

**Between Peterson's Harley Davidson of Miami  
And  
City Of Doral  
For \_ Police Motorcycles**

THIS AGREEMENT is entered into this \_\_ day of \_\_\_\_\_, 200<sub>2</sub>,  
between PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C. ("Lessor") and  
                    Police Department                    , a municipal corporation organized and existing under the  
laws of the State of Florida ("Lessee").

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises,  
covenants and payments hereinafter set forth, the Lessor and Lessee agree as follows:



## ARTICLE I EQUIPMENT

200\_ HARLEY-DAVIDSON model FLHP-I ROADKING Police solo motorcycle with the following specs:

- White or Black Color
- Performance Package (i.e. Air Cleaner, Muffler)
- Black Storage Light Box
- LED Light Package (Front, Side and Rear LED)
- Harley Davidson Siren
- PA System
- Anti-Lock Brakes
- Extra Rear Brake Lights

## ARTICLE II TERM

The term of Agreement shall be for a period of twenty-four (24) months. At the end of the agreement term, the Lessee shall have the option of returning the 200\_ models and acquiring 200\_ models under the same equipment items conditions set forth herein. If the Lessee decides not to retain the 200\_ models, they must be returned to Lessor.





### ARTICLE III PAYMENT PERIOD

Lessee shall pay monthly in the amount of \_\_\_\_\_ for each motorcycle. Payments include the cost of equipment, payment of interest, full maintenance and administrative costs less the residual value of the motorcycle. Monthly rental, per motorcycle, shall be payable by the Lessee to Lessor on the 5<sup>th</sup> day of each month during the term of the lease.

### ARTICLE IV NOTICE

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:



FOR LESSOR:

Ace Armstrong, General Manager  
Peterson's Harley-Davidson of Miami, L.L.C.  
19400 NW 2<sup>nd</sup> Ave.  
Miami, FL 33169  
Telephone: 305-651-4811  
Facsimile: 305-653-8006

FOR CITY:



#### ARTICLE V INSURANCE

At it's own expense, the Lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from liability in all events. Arising solely from negligence of lessee and further except as to any claim resulting or arising from any maintenance of said motorcycles. The Lessee shall carry workers' compensation covering all employees working on, in or about the motorcycle.

The Lessee shall furnish to the Lessor certificates or other satisfaction evidence of all insurance coverage described above as required by the terms and conditions of this agreement. The Lessor shall be named as additional insured and loss payee.

#### ATRICLE VI HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES

To the extent permitted by law, the Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, or due to maintenance of said motorcycles by lessor. But shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. The indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from and special liability. Nothing contained herein is intended nor shall be





construed to waive Lessee's right and immunities under common law and Section 768.28, Florida Statutes.

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The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the Motorcycle during the term of the Agreement. Both parties recognize that the \_\_\_\_\_ is tax exempt under Florida Law.



#### ARTICLE IX CARE AND USE

The Lessor agrees to maintain the Motorcycle pursuant to the Manufacture's Standard Preventative Maintenance Contract and/or recommendation. All repairs shall be made at PETERSON'S HARLEY DAVIDSON OF MIAMI, L.L.C, 19400 NW 2<sup>nd</sup> Ave, Miami, Florida 33169. The Lessee, as its own cost and expense, shall ensure delivery of the motorcycle to PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2<sup>nd</sup> Ave., Miami, Florida 33169, at regular intervals set up by the parties in accordance with the Service Schedule attached hereto as Exhibit 2.

The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the motorcycle for Police related activities only, without abuse, and shall not make modifications, alterations or additions to the motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld.

The Lessor, shall have the right, after approval by Chief of Police during regular business hours to enter upon the premises where the motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so. Chief of Police shall coordinate with Lessor for reasonable access, which access not interfere with police enforcement activities.



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In the event the motorcycle is partially damaged or destroyed due to the actions of the Lessee or its employees prior to the end of this agreement, the Lessee will promptly have the motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers training will be repaired as soon as the training is completed at the Lessee's expense. This includes damage done to engine, transmission, clutch, brakes and not just the paint and body parts. All repairs must be done at the Lessor's repair facility. In case of theft or total loss of the motorcycle, the replacement value of the motorcycle shall be \$19400.00 minus 2% for each month the agreement is in effect.

ARTICLE XI  
SELECTION OR RIDER

The Lessor reserves the right to reject any rider of his motorcycle so as to be assured that proper handling and care is exercised.





## ARTICLE XII RIDER RESPONSIBILITY AND PRIVILEGES

The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the Lessee and the distance is no more than thirty (30) miles each way.

## ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Lessee shall be deemed to be in default hereunder upon happening of any of the following events of default:

- A. Lessee shall fail to make any periodic, or to pay any other payments required to be paid hereunder, or
- B. Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of



thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

1. by notice to Lessee, declare an amount equal to all payments due during the agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable;
2. re-enter and take possession of the equipment, enforce this agreement or terminate the agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder; and
3. any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this agreement upon failure to comply with any term, covenant or condition contained herein.



ARTICLE XIV  
MAINTENANCE AND EQUIPMENT

Lessor shall provide full maintenance of the motorcycle at no cost to the Lessee. Lessor shall not supply Lessee with gasoline, tires, or radio. All maintenance shall be done at PETERSON'S HARLEY DAVIDSON OF MIAMI, L.L.C., 19400 NW 2<sup>nd</sup> Avenue, Miami, Florida 33169.

ARTICLE XV  
SUBLEASE OR ASSIGNMENT

Neither the Lessor, nor the Lessee may assign this Lease. Neither the Lessor nor the Lessee may effect the subleasing of the motorcycle.

ARTICLE XVI  
TERMINATION

This agreement may be terminated by either party for any cause, upon thirty (30) days written notice by the terminating party. Lease shall be entitled to lease payments due or incurred to the date of such termination.

ARTICLE XVII  
ENTIRE AGREEMENT; AMENDMENTS

This agreement constitutes the entire agreement between Lessor and the Lessee, and all negotiations and oral understandings are merged herein. No modification, amendment or alteration in the terms or conditions of this agreement shall be effective unless contained





in a written document executed with the same formality as this Agreement and signed by all parties.

ARTICLE XVIII  
CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

ARTICLE XIX  
GOVERNING LAW

This agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

ARTICLE XX  
HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.



#### ARTICLE XXI SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### ARTICLE XXII WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

#### ARTICLE XXIII COSTS AND ATTORNEY'S FEES

If either Lessor or Lessee is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to costs and reasonable attorney's fees.



IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be signed, all on the day and year first above written.

**WITNESS:** \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**LESSOR:**

PETERSON'S HARLEY  
DAVIDSON OF MIAMI, L.L.C.

By: \_\_\_\_\_

Ace Armstrong

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

**WITNESS:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_