

## **CAR RENTAL / MINI-LEASE CONTRACT PROPOSAL**

Whereas Budget Car Rental, 7944 Pines Blvd, Pembroke Pines, FL 33024 (herein referred to as BRAC), and City of Hallandale Beach, Hallandale Beach Police Department (herein referred to as HBPD), desire to enter into an agreement which will be governed by the following terms and conditions.

### **1. Terms**

Twelve months beginning October 1, 2012 and expiring on September 30, 2013.

Upon mutual agreement this contract may be extended for two (2) additional twelve month periods upon mutual consent which shall include a letter of intent from the HBPD within thirty (30) days prior to the contract termination date. All conditions will remain the same, with the rates subject to increase in accordance with the latest All Urban Consumers Price Index (CPI-U) as published by the State Department of Labor, Bureau of Labor Statistics compared to the index of the same month of the prior year. In no event shall the price adjustment exceed five percent (5%).

The HBPD reserves the right to terminate this agreement at any time with or without cause.

The HBPD will execute a master rental agreement along with this Car Rental / Mini-Lease Agreement.

### **2. Delivery**

Initial vehicles under the terms of this contract will be made available at the closest mutually agreed upon BRAC office.

### **3. Cars To Be Provided**

BRAC will make available an assorted selection of cars, wagons, vans and trucks from which HBPD may choose. This selection will be classified into groups for pricing. From these groups, HBPD may choose the vehicles desired. During the term of this contract, HBPD may exchange vehicles within the same pricing groups at any time. If at any time a vehicle is disabled due to an accident or mechanical reason a replacement or exchange will be issued immediately upon return of the original vehicle. A wide variety of vehicles will be made available as to make, model and color. All vehicles must be returned with the same fuel reading or a fuel charge will be applicable.

#### **4. Maintenance**

BRAC will maintain all vehicles provided under this program, both as to mechanical repairs and routine preventative maintenance. Any mechanical or physical damage repairs will be completed at a facility designated by BRAC.

#### **5. Confidentially**

Given the nature of the use of the vehicles provided under this contract, BRAC is fully aware of the need for confidentiality and will do everything in its power to ensure these needs.

#### **6. Vehicle Usage**

It is understood and agreed that all vehicles rented under this agreement are intended for undercover investigation and surveillance. The vehicles rented under this agreement are not intended for use in traffic control and enforcement, nor are said vehicles intended for use in chase and apprehension or for the transportation of suspects under arrest.

#### **7. Mileage Limitation**

No mileage charges are anticipated in this contract. However, no contract vehicle will be driven over a mileage that exceeds eighteen thousand (18,000) miles. Any vehicle approaching said mileage limitation will be returned and a replacement will be issued. It will be the responsibility of HBPD to file a monthly mileage report to the designated point of contact at BRAC by the first day of each month either by facsimile, email or hand delivery.

#### **8. Modification Of Vehicles**

BRAC specifically agrees that the HBPD may at its own expense apply tinting to the windows of any contract vehicle. It is also agreed that said window tinting will adhere to all current Florida's Laws with respect to the applicable window tint used on any contract vehicle. The HBPD will maintain the tinting as to not detract from the value or the safe operation of said vehicle. Subsequently there will be no charge to the HBPD to remove tinting if it becomes necessary. The HBPD 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).

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## **9. Billing And Payment**

The HBPD will issue a purchase order to cover all vehicles under this agreement. BRAC will invoice the HBPD on a monthly basis and expect payment within thirty (30) days, following receipt of said monthly invoice. Written authorization will be required to add additional vehicles under this agreement.

## **10. Insurance And Liability**

It is understood that the HBPD has elected to accept **BRAC's** Physical Damage (LDW) and SLI Coverage's Options in the course of this agreement. LDW (Loss Damage Waiver) is included in the rate structure for this contract and provides Physical Damage Coverage with no deductible for HBPD employees or agents who are operating said vehicle for business use, who are over 21 years of age or older and subject to the terms and conditions set forth in BRAC's standard rental contract.

It is further understood that the HBPD has elected to accept SLI Coverage under the terms of this contract. SLI covers for business use, all employees and/or agents of the HBPD with supplemental liability insurance for accident arising out of the operation or use of the rental vehicle with the following limits:

\$100,000 per person / \$300,000 per accident / \$50,000 property damage

Liability coverage is provided as per all terms and subject to the limitations set forth in **BRAC's** standard rental contract. SLI excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. Protect is subject to the provisions of the Rental Agreement and the SLI policy issued by ACE American Insurance Company.

## **11. Preferred Provider Status**

HBPD agrees to promote BRAC as a preferred provider of rental cars, wagons, vans and trucks and to recommend BRAC as an option to employees rental needs for business use. BRAC will assign a {BCD/N Number) for business use and a separate {BCD/N Number} for rentals of a personal nature.

## 12. Rate Structure

Group I	\$840 per month	\$10080 per year
Group II	\$910 per month	\$10920 per year
Group III	\$1250 per month	\$15000 per year

- Please see page 5 for Vehicle Fleet Listing.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Budget Car Rental / Scott M. Kupferman, Agency Operator

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Hallandale Beach, Hallandale Beach Police Department

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## **Vehicle Classifications 2012-2013 Model Year**

### **Group I**

Chevrolet – Aveo, Cobalt, HHR, Malibu, Impala, Equinox

Chrysler – Caliber, Sebring, PT Cruiser

Dodge – Caliber, Avenger

Ford – Focus, Fusion, Mustang, Taurus, Escape

Hyundai – Accent, Elantra, Sonata, Santa Fe

Mercury – Milan, Montego, Mariner

Mitsubishi – Lancer, Galant

Nissan – Sentra, Altima,

Pontiac – Vibe, G5, G6, Grand Prix

Saturn - VUE

Toyota – Corolla, Camry, RAV 4

### **Group II**

Buick – Lucerne

Chevrolet – Impala SS, Impala XLE, XLT, Monte Carlo, Blazer, Trailblazer,

Chrysler – PT Cruiser Convertible, 300

Dodge – Nitro, Magnum, Charger

Ford - Mustang Convertible, Edge, Taurus X, Explorer, F-150

Jeep – Liberty, Cherokee, Commander

Mercury – Mountaineer

Mitsubishi – Eclipse

Nissan – X-Terra

Pontiac – G8

Toyota – Solara, Highlander, 4Runner, Tundra

### **Group III**

Buick – Enclave, La Crosse

Dodge - Durango

GMC – Yukon, Yukon XL

Ford – Crown Victoria, Expedition

Lincoln – Town Car, MKs, MKZ

Mercury - Grand Marquis

Cadillac – CTS, STS

- Please note that certain vehicles may not be available at certain times and the above vehicle listing is representative of our current fleet. All vehicles are subject to availability and a substitute vehicle may be offered.