

**AGREEMENT TO PROVIDE UNDERCOVER VEHICLE RENTAL SERVICES ON BEHALF OF THE
CITY OF MARGATE**

THIS AGREEMENT is made and entered into on this 1 day of September, 2017, by and between:

CITY OF MARGATE, FLORIDA
a municipal corporation
5790 Margate Boulevard
Margate, Florida 33063
(hereinafter referred to as "CITY or Margate Police Department")

and

Budget Rent A Car Inc.
7944 Pines Boulevard
Pembroke Pines, Florida, 33024
(hereinafter referred to as "CONTRACTOR")

WHEREAS, the CITY desires to enter into an Agreement with CONTRACTOR for Undercover Vehicle Rental Services for the CITY of MARGATE, which will be governed by the following terms and conditions.

1. Terms

Twenty-five (25) months beginning September 1, 2017 and expiring on September 30, 2019.

Upon mutual agreement, this contract may be extended yearly (twelve (12) month periods) upon mutual consent, which shall include a letter of intent from the Margate Police Department within thirty (30) days prior to the contract termination date. All conditions will remain the same, with the rates subject to increase not to exceed five percent (5%).

The Margate Police Department reserves the right to terminate this agreement at any time with or without cause. CONTRACTOR reserves the right to terminate this agreement with a 90 day written notice.

2. Delivery

Initial vehicles under terms of this contract will be made available at any participating Budget Rent a Car location. Vehicle exchanges may be conducted at any participating Budget Rent a Car location.

3. Preferred Provider Status

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

4. Cars to be Provided

CONTRACTOR will make available an assorted selections of cars, wagons, vans and trucks from which the CITY may choose. This selection will be classified into groups for pricing. From these groups, MPD may choose the vehicles desired. During the terms of this contract, CITY may exchange vehicles within the same pricing groups

at any time. CONTRACTOR may opt to upgrade the vehicle group on a case by case basis, and based on availability. All vehicles must be returned with the same fuel reading or a fuel charge will be applicable.

5. Maintenance

CONTRACTOR will maintain all vehicles provide 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 CONTRACTOR.

6. Confidentiality

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

7. Vehicle Usage

It is understood and agreed that all vehicles rented under this contract are intended for undercover investigations and surveillance. The vehicles rented under this contract are not intended for use in traffic control and enforcement.

8. Insurance and Liability

It is understood that the CITY is self-insured for both physical damage to the contract vehicle(s) and third party property and bodily injury.

9. Additional Terms and Conditions Provided from CONTRACTOR

- Rates include unlimited miles per day.
- Vehicles rented for one day, on a Tuesday or Wednesday, will incur an additional \$5 day-of-week charge to be added to the Time & Mileage charge and will not be listed separately on the rental document.
- A one-way program is available at participating locations.
- Renters are required to meet the standard rental requirements in effect at the time of rental. Rates are applicable in the United States at all participating Budget locations for renters with a minimum age of 21. Renters under the age of 25 may be subject to additional daily charges and may be restricted on certain specialty vehicles.
- Rates do not include taxes, Loss Damage Waiver (LDW), Personal Accident Insurance (PAI), Personal Effects Protection (PEP), Additional Liability Insurance (ALI), fuel service charges, airport-related fees, one-way service or return location charges, no show fee, GPS devices or any other optional or extra service fees not specifically mentioned in the rates.
- Budget may modify the terms, conditions and rates of this program at any time without written notice to the customer.
- Customer's responsibility for loss of or damage to the vehicle is full value.
- Liability coverage will be provided in accordance with the terms and conditions of the Master Rental Agreement or the Rental Agreement signed at the time of rental.

In addition to the Renter, the Vehicle may be driven at no extra charge by the following validly licensed individuals who are at least 25 years old: Renter's spouse or domestic partner, Renter's employer or co-workers, if engaged in business related activities with the Renter, persons parking the Vehicle at commercial establishments, or persons during an emergency.

10. Budget Business Program Benefits

Your company's BCD number provides a discount at participating US, Canada, Puerto Rico, Virgin Island and Europe locations. Offer may not be combined with other promotions, offers or discounts. A \$3 rental credit will be accrued for each qualified rental day at a participating US location and distributed quarterly in increments of \$15 certificates. A qualified rental day is defined as a fully paid, completed rental of one day's Time and Mileage charges, at a participating location. Certain rates may charge a per mile fee. Your corporate discount applies to time and mileage charges only and is subject to vehicle availability at the time of rental. Discounts may not be available on some rates at some times. Taxes and other surcharges are extra. A maximum of \$45 rental credits can be accrued per Rental Agreement. Renter must meet age, credit and driver license requirements.

Always mention your BCD number and/or your individual Fastbreak number when making any reservation by calling Budget at 1-800-527-0700 or your travel agent.

- At participating locations. Rates are subject to change. Additional surcharges may apply at some locations.
- A surcharge may apply at most locations to drivers under the age of 25.

11. Billing and Payment

The CITY will issue a purchase order to cover all vehicles under this contract. CONTARACTOR will invoice the CITY on a monthly basis and expect payment within 30 days following receipt of said monthly invoice.

Budget Business Program City-Flex Rates

Group I—Toyota Corolla, Chevy Cruze, Nissan Altima

Without coverage \$604.24 monthly

Group II—Nissan Maxima, Chevy Impala, Nissan Rogue, Kia Sorrento, Ford Escape

Without Coverage \$633.71 monthly

Group III—Nissan Pathfinder, GMC Acadia, Dodge Ram, Dodge Caravan

Without Coverage \$633.71 monthly

Group IV—Chevy Tahoe, Ford Expedition

Without Coverage \$859.69 monthly

All other car groups will receive a 5% discount on daily and Mini-Lease rates and up to 25% discount on weekly and weekend rates on the qualifying leisure rate offered at participating locations in the contiguous 48 states. Airport weekly rates are 5 times the daily rate and monthly rates are 20 times the daily rate. Local Daily rates apply at Local Market locations only and are charged at five times the local daily rate and monthly rates are 18 times the local daily rate. Corporate rates are not available in Manhattan and the New York area airports (JFK, LaGuardia or Newark, NJ) on weekends and specified holiday periods. Corporate rates may not be available at some locations during peak demand or special event periods. Rates are subject to change without notice.

Premium Airport / City Groups

Group 1	Group 2	Group 3	Group 4
All airport locations not listed in Groups 2,3 or 4	Atlanta Colorado Springs Dallas Denver Hartford Houston Huntsville, AL Los Angeles APO Los Angeles Area Oakland	Boston Chicago Detroit Philadelphia Baltimore Washington DC	Newark APO New York APOs: JFK APO LaGuardia APO Metro APOs New York City

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement.

City of Margate Police Department

By: 

Title: Chief of Police

Date: 08/24/17

Budget Rent A Car Inc..

By: 

Title: AGENCY OPERATOR

Date: 8/14/17

CITY OF MARGATE


Samuel A. May, Interim City Manager

23rd day of August, 2017

ATTEST:


Joseph J. Kavanagh, City Clerk

24 day of August, 2017

APPROVED AS TO FORM:


Douglas R. Gonzales, City Attorney

23rd day of August, 2017