



# VILLAGE OF KEY BISCAYNE

Office of the Village Manager

*Village Council*

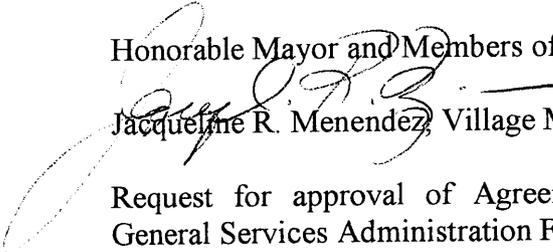
Robert Oldakowski, *Mayor*  
Robert L. Vernon, *Vice Mayor*  
Enrique Garcia  
Steve Liedman  
Jorge E. Mendia  
Thomas Thornton  
Patricia Weinman

*Village Manager*

Jacqueline R. Menendez

October 30, 2006

To: Honorable Mayor and Members of the Village Council

From:  Jacqueline R. Menendez, Village Manager

Re: Request for approval of Agreement between the Miami-Dade County General Services Administration Fleet Management Division and the Village of Key Biscayne.

**Recommendation:**

The Miami-Dade County General Services Administration Fleet Management Division operates and manages the County's vehicle maintenance and fueling facilities and has extensive experience in the fleet management industry.

The Village of Key Biscayne has been utilizing these services since its inception and through experience and research has found this entity to be the most effective and efficient method to provide fuel and other services for the Village's fleet.

It is therefore respectfully requested that the attached agreement be approved in order to continue the Village's relationship with the Miami-Dade County General Services Administration, Fleet Management Division.

**RESOLUTION NO. 2006-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING FLEET MANAGEMENT SERVICES AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE AND MIAMI-DADE COUNTY FOR MAINTENANCE AND FUELING OF VILLAGE VEHICLES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council, pursuant to the recommendation of the Village Manager, desires to enter into an agreement for fleet management services (the "Agreement") with Miami-Dade County ("County"); and

**WHEREAS**, the Village Council finds that it is impractical to apply the competitive bidding procedures for the procurement of the services provided by County pursuant to the Agreement and hereby waives such competitive bidding procedures pursuant to Village Code Section 2-85; and

**WHEREAS**, the Village Council finds that the approval of the Agreement is in the best interest of the Village.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

**Section 2. Agreement Approved.** That the Agreement between County and Village is hereby approved and the Village Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit "A", on behalf of the Village, once approved by the Village Attorney as to form and legal sufficiency.

**Section 3. Implementation.** That the Village Manager is hereby authorized to take any and all action which is necessary to implement the Resolution and Agreement. Funding for the Agreement shall be provided as indicated in the Village Manager's Memorandum which accompanies this Resolution.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR ROBERT L. VERNON

ATTEST:

\_\_\_\_\_  
CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
VILLAGE ATTORNEY

**AGREEMENT BETWEEN MIAMI-DADE COUNTY  
GENERAL SERVICES ADMINISTRATION  
FLEET MANAGEMENT DIVISION  
AND  
VILLAGE OF KEY BISCAYNE**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Miami-Dade County, a political subdivision of the State of Florida, through its General Services Administration, Fleet Management Division ("County") and Village of Key Biscayne ("Customer Agency or Agency").

**I. RECITALS**

WHEREAS, the COUNTY, GSA Fleet Management Division operates and manages Miami-Dade's vehicle maintenance and fueling facilities and has experience in the fleet management industry;

WHEREAS, Village of Key Biscayne has requested that the Fleet Management Division provide them with vehicle maintenance and/or fueling services; and

WHEREAS, the purpose of this Agreement is to formalize an arrangement between the County and the Customer Agency, to deliver specific fleet management services as agreed upon and set forth in Article III below.

THEREFORE, the parties agree as follows:

**II. TERM**

This Agreement shall commence on \_\_\_\_\_, 2006 and continue indefinitely, subject to the right of either party to terminate as set forth in Article VI below.

**III. SCOPE**

Under this agreement, the County will provide the Customer Agency with those services that the Village of Key Biscayne has requested and initialed below:

**Services Available Under This Agreement**

Services provided by the County include vehicle maintenance, pool/loaner vehicles, and fueling services. The following paragraphs provide a brief description of these services. The County agrees to perform services under this agreement in a reasonably competent and professional manner. The Agency's initials next to each number indicate their agreement to have the County provide the specific services stated.

- \_\_\_\_\_ 1. Vehicle Maintenance
  - Provide periodic maintenance services as needed for the vehicle in accordance with the vehicle's manufacturer's recommendations.
  - Provide repair services as needed for the vehicle in accordance with the vehicle's manufacturer's recommendations at one of the County's repair facilities throughout Miami-Dade County or through one of the County's contracted vendors.
  
- \_\_\_\_\_ 2. Pool and Loaner Vehicles (State/County Health, SFETC and JMH only)
  - Provide pool and/or loaner vehicles as needed. Pool vehicles are County vehicles rented for a short term basis, normally 8 hours or less. Loaner vehicles are issued when a GSA owned County vehicle is at the shop for repairs. The loaner is issued for the duration of the repair period and must be returned to the shop upon pickup of the repaired vehicle.
  
- \_\_\_\_\_ 3. Vehicle Purchase and Replacement (State/County Health, SFETC and JMH only)
  - Purchase vehicle(s) through the use of a contract as part of the annual buy of the County's light equipment fleet vehicles.
  - Provide end of life cycle shop analysis for replacement scheduling.
  - Replace vehicle with a new one once it has met the replacement criteria.
  
- \_\_\_\_\_ 4. Fueling and Fuel Site Maintenance Services
  - Provide unleaded and/or diesel fueling service to the vehicle(s) at any one of its fueling facilities throughout Miami-Dade County.
  - Monitor fueling activity by vehicle. Deactivation of fuel cards from the fueling system for any vehicle that has not obtained fuel from a County fueling facility for a consecutive three month period.
  - In the event of an emergency situation, the County shall not be required to provide fueling services to the Agency if fuel is not available to the County from its suppliers or vendors, or if the County's fueling facilities are not operational. During this time, emergency response vehicles belonging to the Agency will have fueling priority as determined solely by the County. All non-emergency

response vehicles will have a lower fuel priority during emergency situations.

#### **IV. INDEMNIFICATION**

Subject to the limitations set forth in Section 768.28, Florida Statutes, and without waiving any defense of sovereign immunity, the Agency shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind arising out of, relating to or resulting from this Agreement, to the extent caused by the Agency's own negligence. The Agency shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings and shall pay all costs, judgments and attorney's fees which may issue thereon, to the extent caused by the Agency's own negligence. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., including any claims and bills, and subject to the provisions of that Statute whereby the Agency shall not be held liable to pay personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000 or any claim or judgment or portions thereof, which when totaled with all other claims or judgment paid by the Agency arising out of the same incident or occurrence, exceed the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Agency.

#### **V. BILLING AND RATES**

- A. The County will bill the Agency on a monthly basis for all services rendered pursuant to this Agreement. Cost data will be reflected in the monthly bill against the specific vehicle numbers. The bill will be mailed to:

Madeline Lopez  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, FL 33149

- B. Within thirty (30) days of receipt of the County's invoice, the Agency shall pay the outstanding invoice via check made payable to the BOARD OF COUNTY COMMISSIONERS and mailed to: Miami-Dade County, GSA Director's Office, Accounting Section, 111 N.W. 1<sup>st</sup> Street, Suite 2410, Miami, FL, 33128. Failure to submit payment on a timely basis may result in the assessment of late fees.

- C. The Agency agrees to raise any billing disputes or discrepancies within 30 days of bill receipt. In the event the County agrees that an adjustment is required, the County agrees to make any such adjustment within 60 days of having received the request.
- D. The Agency agrees to pay for services provided under this agreement at the rates set forth in the rates sheet attached hereto as Exhibit 1. The Customer Agency agrees that these rates are subject to change at any time and without prior notification. Any rate changes will be communicated to the Customer Agency in an expeditious manner.

**VI. TERMINATION FOR CONVENIENCE**

Either party may, at its option and discretion, cancel this agreement at any time without any default on the part of either party by written notice of cancellation at least ten (10) days prior to the effective date of such termination. In the event of cancellation by the County, the Agency agrees to pay all outstanding invoiced for services provided to the Agency prior to the date of cancellation.

**VII. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties. This Agreement may only be amended in writing by joint agreement of the parties.

**MIAMI-DADE COUNTY**

**AGENCY NAME**

By: \_\_\_\_\_  
 Wendi J. Norris, Director  
 General Services Administration

By: \_\_\_\_\_  
 Jacqueline Menendez, Manager  
 Village of Key Biscayne

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

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