



# *City of North Port*

## **Office of the City Attorney**

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To: Captain Christopher Morales, North Port Police Department

From: Michael Golen, Assistant City Attorney

Through: Amber L. Slayton, City Attorney

Date: January 8, 2017

Re: Request for Legal Services – Master Walkaway Lease Agreement with Enterprise

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The above-referenced Request for Legal Services has been reviewed.

The attached revised Master Walkaway Lease Agreement, Maintenance Agreement, Service Agreement, and their Amendments/Addendums are legally correct as to form. There are ten (10) documents attached to this response. All documents have been agreed to by Enterprise through negotiations with this office.

The following documents have been reviewed, revised and are legally correct as to form:

- 1) Amendment to the Master Walkaway Lease Agreement;
- 2) Amendment to the Maintenance Agreement.

The following documents have been reviewed and are legally correct as to form:

- 1) Master Walkaway Lease Agreement;
- 2) Self-Insurance Addendum to the Master Walkaway Lease Agreement;
- 3) Maintenance Agreement;
- 4) Credit Application;
- 5) ACH Authorization Agreement;
- 6) Risk Management Application;
- 7) Enterprise Fleet Management Menu Pricing 2018 spreadsheet.

The following document was not part of the original request for legal services but was created as part of the negotiations with the vendor:

1) Service Agreement.

It will be necessary for the City Manager to execute all the underlying Agreements as well as their respective Amendments/Addendums.

The Master Walkaway Lease Agreement is a leasing arrangement between the City and an entity named Enterprise FM Trust ("FM Trust"). FM Trust is a statutory trust that exists for the sole purpose of owning all Enterprise vehicles and leasing them out to customers. The Trust has no employees, and therefore cannot enter into agreements related to how certain activities will be performed.

However, Enterprise Fleet Management, Inc. ("EFM") houses all the employees and service agreements. This is where Enterprise makes additions/amendments to the specific ways they will service customer accounts. If you notice, the Maintenance Agreement is an agreement between the City and EFM (not FM Trust). That agreement addresses a specific servicing need (vehicle maintenance), and how EFM will accommodate that need. Similarly, we have created the separate Service Agreement with EFM to address additional items.

Additionally, the following business points are noted:

1. If approved by the Commission, the City Manager may execute these Agreements which will include only the vehicles that appear on the attached Enterprise Fleet Management Menu Pricing 2018 spreadsheet. Once the Master Walkaway Lease Agreement is executed and the vehicles are ordered, the Schedule identified in the Agreement will be created by Enterprise, a copy of which should then attached to the Agreement.

When additional vehicles are needed, a new Schedule will need to be created using the Menu Pricing spreadsheet available at that time. The Authorization section of the Service Agreement authorizes the City Manager to approve additional Schedules that do not increase the number of vehicles leased by more than 10 vehicles annually. If approved by the Commission, this will allow new Schedules containing up to 10 vehicles to be approved by the City Manager without the need for additional Commission approval.

2. Each time the City takes delivery of a new vehicle(s) an individual lease schedule for the new vehicle(s) will be issued, restarting the lease term for one year and possibly changing the vehicle cost.
3. Under Section 4 of the Amendment to the Maintenance Agreement, if the leased vehicle is a truck, the City is responsible to pay for any costs or expenses incurred in adjustment or replacement to the truck's manual transmission clutch. Additionally, the City is responsible for any service exceeding \$75 without prior authorization from Enterprise.

Please let me know if there are any questions, comments, or concerns from your department or the vendor. If your department or the vendor refuse any revisions or make any additional changes, the document will require additional legal review. Otherwise, no further action will be taken on this Request for Legal Services.

If the vendor accepts all revisions, the matter will be deemed concluded once the City Attorney's Office receives a final version of the document containing all changes. The file will then be closed.

