



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R116-253
DATE OF PASSAGE August 9, 2016

A Resolution to accept the bid from Enterprise Leasing of Chicago, 1050 Lombard Rd, Lombard, Illinois, for a three year vehicle rental agreement for the Aurora Police Department.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the Aurora Police Department desires to rent approximately 8 vehicles for responding to a multitude of issues that arise in the community as well as conduct undercover operations; and

WHEREAS, this project was bid and publically open with Enterprise Leasing of Chicago, Lombard, Illinois submitted the most responsible bid for a three year vehicle rental agreement; and

WHEREAS, the necessary funds have been budgeted to pay for these rental vehicles from the Aurora Police Department account 217-3536-421.39-03.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: hereby accept the bid from Enterprise Leasing of Chicago, Lombard, Illinois for a three year rental agreement for the Aurora Police Department and does hereby further authorize the director of purchasing to issue the necessary orders to implement purchase of the same.

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PASSED AND APPROVED ON August 9, 2016

AYES 12 NAYS 0 NOT VOTING 0 ABSENT 0

Kristina Bohman
Alderman Bohman, Ward 1

Jesus Garza
Alderman Garza, Ward 2

[Signature]
Alderman Mesiacos, Ward 3

Wes Donnell
Alderman Donnell, Ward 4

Carl Franco
Alderman Franco, Ward 5

Michael P. Saville
Alderman Saville, Ward 6

John Hart-Burns
Alderman Hart-Burns, Ward 7

Rich Mervine
Alderman Mervine, Ward 8

Ellen Bugg
Alderman Bugg, Ward 9

Lynne M. Johnson
Alderman Johnson, Ward 10

[Signature]
Alderman Irvin, At Large

[Signature]
Alderman O'Connor, At Large

ATTEST:
Wendy McCambridge
City Clerk

Thomas Weisner
Mayor

Business Rental Preferred Rate Agreement

Company: Aurora Police Department

"Customer"

Company: Enterprise Leasing Company of Chicago "Enterprise"

Contact: Lt. Jack Fichtel

Contact: Eric Klíx

Address: 1200 E. Indian Trail

Address: 1050 N. Lombard Road

Aurora, IL 60505

Lombard, IL 60148

BASE RENTAL CHARGES*

HOME CITY RATES

<u>VEHICLE CLASS</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
Compact	\$34.00/day	\$128.33/wk	\$550.00/mth
Intermediate	\$34.00/day	\$128.33/wk	\$550.00/mth
Standard-Size	\$34.00/day	\$128.33/wk	\$550.00/mth
Full Size	\$39.00/day	\$200.00/wk	\$650.00/mth
Mini-Van	\$65.00/day	\$221.67/wk	\$950.00/mth
Small SUV	\$61.00/day	\$175.00/wk	\$750.00/mth
Medium SUV	\$61.00/day	\$175.00/wk	\$750.00/mth
Large SUV	\$75.00/day	\$247.33/wk	\$1060.00/mth

*Base Rental Charges apply to Enterprise locations in the following geographic area(s): Chicagoland Off-Airport Locations.

For U.S. rentals (including Puerto Rico) outside of the geographic area(s) described above, Enterprise's affiliated entity's renting location from which the rental originates will apply a 5% discount off the standard, undiscounted daily, weekly, and monthly rates charged by the renting location. Driver Protection Products selected below, if applicable, shall not apply to these rentals.

Exclusions: Base Rental Charges are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday. Base Rental Charges do not include applicable taxes, fees, surcharges, refueling, drop-off, or delivery, except as set forth in this Agreement, any optional products or services such as damage waiver ("DW"), liability protection, personal accident insurance and personal effects coverage ("Driver Protection Products") and Roadside Assistance Program/Roadside Plus. Additional fees may be assessed for rentals from FBO locations.

MILEAGE CHARGES: Base Rental Charges for rentals in the Chicagoland area on Compact size vehicles through Premium size vehicles include unlimited daily and weekly mileage, as applicable. All other car classes will include 250 free miles per day and 1,050 free miles per week. All car classes are capped at 2,500 miles per month. Any additional miles will be charged at the rate of \$0.20/mile. Base Rental Charges for rentals outside of Chicagoland may not include mileage. Mileage charges charged by the renting location's branch will apply outside of Chicagoland.

VEHICLE AVAILABILITY: Hybrid vehicles are subject to the availability at the renting branch and are not available at all locations. Other restrictions may apply. 12 and 15 passenger vans are subject to availability at the renting branch and are not available in all states. Unless included in the Base Rental Charges listed above, rates for these vehicles will be determined by the applicable originating Enterprise location in its discretion.

CAR CLASSES: This Agreement shall apply to all vehicles in the United States and Puerto Rico rented pursuant to this Agreement, regardless of whether the car class is listed herein, except DW and third party liability, if included in the Rate shall not apply for rentals of exotics, high line vehicles and trucks

ADDITIONAL TERMS AND CONDITIONS

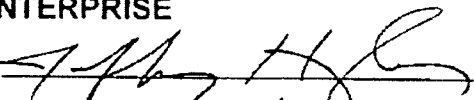
1. Term. The term of this Business Rental Preferred Rate Agreement ("Agreement") begins September 15th, 2016, and shall remain in full force and effect for the term set forth in City of Aurora RFP 16-17. The parties may terminate this Agreement by providing the other party with thirty (30) days written notice.
2. Rental Program. Enterprise agrees to make its vehicles available to Employees for rental from a car rental facility which is located in the countries set forth herein and which is operated by Enterprise under the "Enterprise Rent-A-Car" brand name for business use or personal use. For business use rentals, occasional personal use during the business rental period is allowed. During such occasional personal use, spouses of Employees will be considered additional authorized drivers. Employees of Customer must (a) use the account number assigned by Enterprise to Customer 15A1603 for rentals for business use when making the reservation for the rental and (b) certify at the time of reservation whether the rental is for business use or personal use. This Agreement shall not apply to or cover vehicle rentals by Enterprise to an Employee from a car rental facility which is located in any other jurisdiction or is operated by Enterprise under the "Alamo Rent A Car" or "National Car Rental" brand name or any truck rental facility operated by Enterprise.
3. Rental Contracts. For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee and Employee's spouse (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. In the event that Employee owes rental or other payments, Enterprise shall provide notice of any such amounts due by Employee immediately upon determining such amounts are owed. If after ninety (90) days, Enterprise is not able to collect all rental and other charges from Employee, Customer agrees to pay Enterprise upon demand for all rental and other charges incurred and all indemnity and other payments owed by an Employee under a Rental Contract relating to a rental for business use not timely paid by the Employee.
4. Rental Rates. For the first twenty-four (24) months following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges set forth in this Agreement. In each successive 12-month period Enterprise may modify the Base Rental Charges listed herein upon thirty (30) days' prior notice to Customer. In addition to such rate increases provided for herein, if the aggregate amount of costs incurred by EAN or the Affiliates on a collective basis for or with respect to their fleet of rental vehicles for a given model year increases by more than 10% of the aggregate amount of costs for such vehicles during the prior model year, EAN shall increase the Rates by providing Customer with thirty (30) days notice of such increase in Rates. Base Rental Charges may not apply in certain cities during special events, major holidays, and peak seasonal demand periods. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof ("Day"). All Base Rental Charges and surcharges are supplied in local currency.
5. Preferred Provider Status. Customer agrees to promote Enterprise as a preferred provider of rental cars, and to recommend Enterprise as an option to Employees renting vehicles for business use. Customer agrees to include Enterprise as an option on their self-booking tool. In addition, Customer agrees to promote Enterprise on their internal website and through other company-wide internal communication networks. Customer grants Enterprise the right to promote its preferred provider status to Customer's Employees.
6. Miscellaneous. Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement, including but not limited to the Account Number(s) assigned to Customer. This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed. In the event of a claim arising from this Agreement, venue shall be proper in the 16th Judicial Circuit Court of Kane County or any federal district court in Illinois.
7. Offsets. The parties agree that Enterprise/Provider may, from time to time and upon notice to Customer, offset any amounts that are owed to Enterprise/Provider from the Customer against amounts owed to the Customer, in the ordinary course of business. Enterprise/Provider shall have the ability to discontinue this right to offset (in whole or in part), upon advance written notice to the Customer.

8. Assignment. Customer hereby consents to an assignment by Enterprise/Provider to any of Enterprise's/Provider's affiliated companies or a corporate successor upon conversion, merger or consolidation, provided that Customer receives 30 days' written notice prior to any such assignment.


9. Signature on File. As part of any rental transaction in which Enterprise delivers possession of a rental vehicle to an Employee or agent of Customer other than the Employee intended as renter, the transaction will be subject to the following terms and procedures supplemental to those provided in the Rental Contract: (a) Customer's name will appear as "renter" on the Rental Contract; (b) the notation "Signature on File" will substitute for the signature or initials of the Employee intended as renter in each applicable part of the Rental Contract; (c) Customer will be responsible for designating the Employee intended as renter as authorized to accept possession of the rental vehicle, and for procuring a written receipt from such Employee confirming delivery of possession of the rental vehicle; (d) Customer will not allow use of the rental vehicle by any Employee under the age of 21 or as provided by law, or use by any Employee other than for business use, or use by any Employee not possessing a valid driver's license issued by the state in which the Employee resides; (e) Customer will be responsible for ensuring compliance

with California Vehicle Code Sections 14604-14609 and any other state's comparable law by assuming Enterprise's responsibility to compare the signature of the Employee to whom the vehicle is to be rented to the signature of such Employee on his or her driver's license; (f) if the rental vehicle is a passenger van with seating for over 10 occupants, Customer will be responsible for distributing to all Employee drivers copies of the Large Van Addendum to the Rental Contract; and (g) Customer agrees to defend and indemnify Enterprise against all claims, liabilities, costs and expenses (including reasonable attorneys' fees) arising from the use of any rental vehicle or breach of any Rental Contract term by any Employee in connection with a "signature-on-file" rental transaction, including any claim based on an allegation of negligent entrustment attributable to the incompetence of such Employee to operate the rental vehicle, or other allegation of negligence. Notwithstanding the above, the Customer's duty to indemnify shall not apply to any claims based on Enterprise's negligence, intentional misconduct, omissions or failure to maintain vehicles.

ENTERPRISE

By: 
Name: JEFFREY HAUCHEY
Title: REGIONAL VICE PRESIDENT
Date: 9.26.2016

CUSTOMER

By: 
Name: Joan M. Schouten
Title: Procurement Director
Date: 9.29.16