

AN ORDINANCE 2012-01-12-0016

SELECTING HERTZ CORPORATION, DBA HERTZ ON DEMAND, FOR A CARSHARING PILOT PROGRAM AND AWARDING A CONTRACT IN AN AMOUNT UP TO \$60,000.00, FOR A THREE-YEAR TERM, AND ACCEPTING AND APPROPRIATING \$60,000.00 IN REBATE FUNDS FROM CPS ENERGY TO BE APPLIED TO PROJECT COSTS.

* * * * *

WHEREAS, the purpose of a City of San Antonio carshare program is to advance the creation of an integrated, efficient, multi-modal surface transportation system; a San Antonio Car-Sharing Feasibility Study was conducted and in January 2011 recommended a pilot carshare program to be developed for the downtown area; and

WHEREAS, the City issued a Request for Proposals for a “City of San Antonio Downtown Carsharing Pilot Program” on July 31, 2011 (RFP 600000482); the responses were evaluated and scored by a committee consisting of representatives from the City Manager’s Office, Public Works and the Office of Environmental Policy; based on the evaluations and rankings made in the selection process, staff recommends awarding a contract to Hertz Corporation, dba Hertz on Demand, as the most qualified firm; and

WHEREAS, this ordinance authorizes the selection of, and a contract with, Hertz Corporation, dba Hertz on Demand, as the most qualified firm to provide services in relation to the “City of San Antonio Downtown Carsharing Pilot Program”, in an amount up to and including \$60,000.00 for a three-year term, and accepting and appropriating \$60,000.00 in rebate funds from CPS Energy to be applied to project costs; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Hertz Corporation, dba Hertz on Demand, is hereby selected to provide services in relation to the “City of San Antonio Downtown Carsharing Pilot Program” for the City of San Antonio as the most qualified respondent to the Request for Proposals.

SECTION 2. The City Manager, or her designee, or the Director, Office of Environmental Policy, or his designee, is hereby authorized to take all actions necessary to negotiate and execute an Agreement with Hertz Corporation, dba Hertz on Demand, in an amount up to \$60,000.00 to perform “City of San Antonio Downtown Carsharing Pilot Program”, for a term of three years. A copy of the Agreement, in substantially final form, is attached and incorporated herein for all purposes as **Attachment I**. The execution authority granted by this ordinance shall expire 60 days from the effective date.

SECTION 3. Funds are authorized to be received from CPS Energy and shall be deposited in Fund 29652000, Internal Order 280005500004 and General Ledger 4502274, by the amount of \$60,000.00 and the Fiscal Year 2012 Budget is amended to reflect this change.

SECTION 4. The amount of \$60,000.00 is appropriated in Fund 29652000, Cost Center 8055030001 and General Ledger 5202020 and the Fiscal Year 2012 Budget is amended to reflect this change. Payment in the amount of \$60,000.00 is authorized to Hertz Corporation, dba Hertz on Demand and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

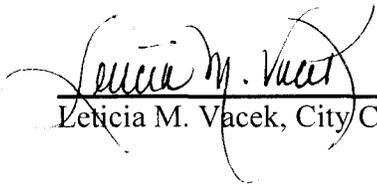
SECTION 6. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 12th day of January, 2012.



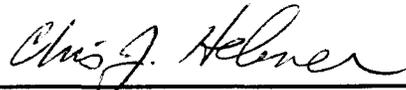
M A Y O R
Julián Castro

ATTEST:



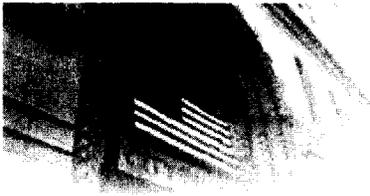
Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



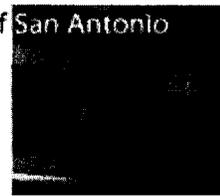
Michael D. Bernard, City Attorney

for



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 22

Name:	7, 8, 9, 10, 11, 12, 13, 14, 15, 17A, 17B, 17C, 17D, 17F, 17G, 17H, 17I, 19, 20, 21, 22, 23, 24, 25A, 25B						
Date:	01/12/2012						
Time:	02:12:48 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance selecting Hertz Corporation, dba Hertz on Demand, and awarding a contract in an amount up to and including \$60,000.00, for a three-year term and accepting and appropriating \$60,000.00 in rebate funds from CPS Energy to be applied to project costs. [Edward Benavides, Chief of Staff; Laurence Doxsey, Director, Office of Environmental Policy]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7	x					
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				x
Carlton Soules	District 10		x				

**AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND
THE HERTZ CORPORATION
FOR
“CITY OF SAN ANTONIO DOWNTOWN CAR-SHARING PILOT PROGRAM”
(RFP 6100000482)**

**STATE OF TEXAS
COUNTY OF BEXAR**

This agreement (“Agreement”), made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as “CITY”), and

The Hertz Corporation
dba Hertz On Demand
225 Brae Blvd.
Park Ridge, NJ 07656

incorporated under the laws of the State of Delaware (“HERTZ”), acting by and through Pamela Wright, Vice President, Sales Strategy and Operations, and pursuant to Ordinance No. 2012-01-12-_____, passed and approved by the City Council on January 12, 2012.

Terms and conditions for performance and compensation payment for this Agreement are set forth in the following contract documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

1. Exhibit I, a Request for Proposal for “City of San Antonio Downtown Car-Sharing Pilot Program” (RFP 6100000482), issued on July 31, 2011;
2. Exhibit II, Addendum I, dated August 22, 2011;
3. Exhibit III, Scope of Work to Provide Car-sharing Services for the City of San Antonio;
4. Exhibit IV, Hertz on Demand Price Schedule (Rev. 2 (12-06-2011));
5. Exhibit V, Copy of Enabling Ordinance No. 2012-01-12-_____.

Referenced Documents: Further, HERTZ’ response to the RFP and its addendum are also fully incorporated by reference, verbatim, for all purposes. All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement.

Conflict: The RFP and its addendum govern HERTZ’ responses; this Integration Agreement governs both the RFP and responses; the Enabling Ordinance governs all in case of conflict.

This agreement supersedes any previous agreement or understanding of the parties, whether written or oral.

Scope of Services: HERTZ will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the CITY and in compliance with the “Scope of Work to Provide Car-sharing Services for the City of San Antonio” attached hereto and incorporated herein as “Exhibit III.”

Contract Pricing and Billing: As authorized by the Ordinance, total budget sums shall not exceed \$60,000.00 (Sixty-Thousand dollars) unless City Council action is taken to amend the enabling Ordinance. If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, CITY retains the right to terminate this Agreement at the expiration of each of CITY’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

HERTZ will bill the CITY based upon the following:

10% at project initiation to be applied as a credit towards Exhibit III, (Task 3 b) subsidizing daily rates for City of San Antonio business operations payable upon invoice receipt.

An initial invoice, based on these payment terms may be billed to CITY immediately after the execution date of the Agreement. The information contained in such invoices shall be in such detail as may be required by CITY. CITY shall pay HERTZ upon the delivery by HERTZ to CITY of an invoice and the approval of said invoice by the Director of the Office of Environmental Policy. Upon approval of the invoice by CITY, CITY shall pay HERTZ no later than thirty (30) days after the date of such approval. Such approval shall be based upon satisfactory completion of the work described in “Scope of Work to Provide Car Sharing Services for the City of San Antonio” attached hereto as “Exhibit III.” “Satisfactory completion” of said work shall be determined by the CITY alone and its decision shall be final.

Final Payment due under the Agreement will not be paid until the all work, reports, data, documents and any other unfinished services necessary to complete performance under the Agreement have been received, performed, and approved by the CITY. CITY shall not be liable for any payment under this Agreement for services which have not been approved or are unsatisfactory.

CITY shall not be obligated or liable under the Agreement to any party, other than HERTZ, including any subcontractors, for payment of any monies for provision of any goods or services.

Exceptions and Adjustments to the RFP: In connection with HERTZ’ submittal of its proposal for the RFP, and after discussion with the City, the following changes to the RFP are agreed to by the Parties and hereby adopted:

1. RFP section 004 -Scope of Service, has been refined and adjusted by the City. The attached Exhibit III, “Scope of Work to Provide Car-sharing Services for the City of San Antonio”, replaces the RFP section 004.

2. RFP attachment B is replaced with the attached Exhibit IV below and further enhanced with the following language:

The City does not waive or relinquish any powers granted by the City Charter or any law or statute relating to the ability to regulate, license, or control any franchise or business operated within the City.

3. With respect to the Indemnification Requirement in the RFP, the following Indemnification Requirements will replace that provided as Exhibit 3 in the RFP:

Indemnity: HERTZ covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to HERTZ' activities under this Contract, arising from any acts or omissions of HERTZ, any agent, officer, director, representative, employee, consultant or subcontractor of HERTZ, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights and performance of the duties under this Contract, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage.

IN THE EVENT HERTZ AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. HERTZ shall promptly advise the City in writing of any claim or demand against the CITY or HERTZ known to HERTZ related to or arising out of HERTZ' activities under this Contract and shall see to the investigation of and defense of such claim or demand at HERTZ' cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving HERTZ of any of its obligations under this paragraph.

4. Source of Funds. Funding for this program was initially planned to come from a grant provided by the federal government under the American Recovery and Reinvestment Act of 2009 (ARRA). The City will now provide funding for this program from City resources with no ARRA grant funds utilized. The RFP section entitled "ARRA Provisions" is therefore no longer required under this contract.

Work Start Date: Work shall start immediately upon instruction to HERTZ from the Director of the Office of Environmental Policy or his designee, but no sooner than January 12, 2012, for performance of various CITY projects described in the RFP's scope of services or the contract documents identified above.

Annual Term of Performance and Termination Date: The term of the contract is three (3) years from the effective date of City Council approval, with two (2) successive one (1) year options for renewal under the same terms and conditions to be exercised at the discretion of the City of San Antonio. This Agreement shall commence on the date of the City's signing, after acceptance and approval by the City Council as signified by the passage of an Ordinance, and the initial term shall terminate on January 12, 2015. The City shall notify Hertz at least thirty (30) days prior to the termination date of the City's intent to exercise any renewal option.

Economic sustainability after the contract term independent of the City support: Parties agree to use good faith best efforts to establish and continue a viable, successful and economically sustainable City car share operation beyond the initial three year contractual term and expiration of City's funding commitment. Best efforts shall include, but not be limited to, expansion of the Pilot Carshare Program (Program) to include other City areas. Nothing herein shall be interpreted as City's agreement to continue its participation in this Program. Any continued City participation beyond its initial contractual commitment is contingent upon duly authorized City Council funding appropriations and approval.

Termination: In addition to any other provision of this agreement, CITY may terminate this agreement, in whole or in part, for any of the below listed reasons. For purposes of this agreement, "termination" of this agreement shall mean termination by expiration of the agreement term or earlier termination pursuant to any of the provisions hereof.

This agreement may be terminated by either party upon written notice. City's notice to HERTZ shall specify an effective date for termination of not less than ninety (90) calendar days from the date of such notice. HERTZ's notice to City shall specify an effective date for termination of not less than ninety (90) calendar days from the date of such notice. All services being terminated shall cease upon the date specified in such notice. CITY shall equitably compensate HERTZ in accordance with the terms of this Agreement for the services properly performed prior to the date specified in such notice, following inspection and acceptance of same by CITY. HERTZ shall not, however, be entitled to lost or anticipated profits should CITY choose to exercise its option to terminate. HERTZ shall submit an invoice for work performed prior to the date of termination within thirty (30) days of the date for termination specified in the notice. CITY shall not be responsible for payment of any invoices received after the expiration of said thirty (30) days.

CITY reserves the right to terminate this Agreement in whole or in part immediately upon breach of any term or provision of this Agreement by HERTZ. If at any time during the term of this Agreement, HERTZ shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Agreement, CITY shall have the right, if HERTZ shall not cure any such default after ten (10) days written notice thereof, to terminate this Agreement in whole or in part and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the agreement sum, which has not heretofore been paid to HERTZ hereunder, HERTZ shall be liable for and shall reimburse CITY for such excess.

By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties hereunder, or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

Election Of Remedies - Termination Not Sole Remedy. In no event shall CITY's action in terminating this Agreement, whether for cause or otherwise, be deemed an election of CITY's remedies. Nor shall such termination limit in any way, at law or equity, CITY's rights to seek damages from or otherwise pursue HERTZ for any default hereunder or other action.

Notice: Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for CITY, to:

City of San Antonio
Attn: Office of Environmental Policy
PO Box 839966
San Antonio, Texas 78283-3966

If intended for HERTZ, to:

HERTZ CORPORATION
Attn: Pamela Wright
VP, Sales Strategy & Operations
225 Brae Blvd.
Park Ridge, NJ 07656

Insurance: Nothing herein contained shall be construed as limiting in any way the extent to which HERTZ may be held responsible for payments of damages to persons or property resulting from HERTZ' or its subcontractors' performance of the work covered under this Contract.

Prior to the commencement of any work under this Contract, HERTZ shall furnish a completed Certificate of Insurance to CITY's Office of Environmental Policy Director and City Clerk's Office. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which certificate shall furnish and contain all required information referenced or indicated thereon. **THE CERTIFICATE MUST IDENTIFY THE PROJECT CONTRACT BY NAME "City of San Antonio Downtown Car-Sharing Pilot Program."** CITY shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the City's Office of Environmental Policy Director, Laurence Doxsey, and no officer or employee shall have authority to waive this requirement.

CITY reserves the right to review the insurance requirements of this Contract during the effective period of this Contract and any extension or renewal hereof, if any, and to require modification of insurance coverage and its limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance shall CITY allow modification whereupon CITY may incur increased risk.

HERTZ shall either obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at HERTZ' sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and rated A- (VII) or better by A.M. Best Company or self insure in the following types and for amounts not less than the amount listed below:

TYPE	AMOUNT
(A) Worker's Compensation, and Employer's Liability,	Statutory Limit \$500,000/\$500,000/\$500,000
Broad form Commercial General Liability-to include but not be limited to, coverage for the following where the exposure exists: (1) Premises/Operations (2) Independent Contractor's Liability (3) Products and Completed Operations (4) Personal Injury (5) Contractual Liability	Combined Single Limit for Bodily Injury or Property Damage of \$1,000,000 per occurrence, with an aggregate of \$2,000,000 or its equivalent in umbrella Or excess liability coverage
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Material Requirements: As they apply to the limits required by the CITY, the CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by CITY, HERTZ shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof. All of HERTZ' insurance requirements under this Contract are material obligations.

HERTZ agrees that with respect to the above required insurance, all insurance Contracts and Certificate(s) of Insurance shall contain the following required provisions.

- Name CITY and its officers, employees, and elected representatives as additional insureds by endorsement with respect to operations and activities of, or on behalf of, the named insured performed under Contract with CITY, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where CITY is an additional insured shown on the policy;
- Workers' compensation, employers' liability policy and general liability shall provide a waiver of subrogation in favor of CITY.

HERTZ shall notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than seven (7) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to CITY at the following address:

**City of San Antonio
Office of Environmental Policy
P.O. Box 839966
San Antonio, Texas 78283-3966**

In addition to any other remedies CITY may have upon HERTZ' failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order HERTZ to stop work hereunder, CITY shall have the right to terminate the Contract, and/or withhold any payment(s) which become due to HERTZ hereunder until HERTZ demonstrates compliance with the requirements hereof. Nothing herein contained shall be construed as limiting in any way the extent to which HERTZ may be held responsible for payments of damages to persons or property resulting from HERTZ' or its subconsultants' performance of the work covered under this Contract.

HERTZ and any of their subcontractors are responsible for damage to their own equipment and/or property

Assignment and Subcontracting: HERTZ shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of HERTZ. HERTZ, its employees or its subcontractors shall perform all necessary work.

Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of HERTZ. CITY shall in no event be obligated to any third party, including any subcontractor of HERTZ, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the Chief.

Except as otherwise stated herein, HERTZ may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director. As a condition of such consent, if such consent is granted, HERTZ shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor HERTZ, assignee, transferee or subcontractor.

Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void *ab initio* and shall confer no rights upon any third person. Should HERTZ assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, CITY may, at its option, cancel this Agreement and all rights, titles and interest of HERTZ shall thereupon cease and terminate, in accordance with the termination provisions above, notwithstanding any other remedy available to CITY under this Agreement. The violation of this provision by HERTZ shall in no event release HERTZ from any obligation under the terms of this Agreement, nor shall it relieve or release HERTZ from the payment of any damages to CITY, which CITY sustains as a result of such violation.

Nonwaiver of Performance: Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of CITY, such changes must be approved by the Director. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Independent Contractor: HERTZ covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of CITY; that HERTZ shall have

exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between CITY and HERTZ, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between CITY and HERTZ. The parties hereto understand and agree that City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by HERTZ under this Agreement and that HERTZ has no authority to bind CITY.

Amendments: Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both CITY and HERTZ, and signed by the Director. Substantive changes, to include an increase in the amount of compensation, shall require additional City Council approval.

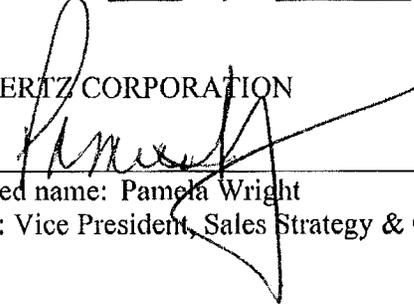
THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

Entire Agreement: This Agreement, together with its authorizing ordinance and its exhibits, as listed above, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties.

Agreed, Consented to, and Executed this ____ day of _____, 2012.

THE HERTZ CORPORATION

BY: 

Printed name: Pamela Wright

Title: Vice President, Sales Strategy & Operations

CITY OF SAN ANTONIO

BY: _____
Printed name: _____
Title: _____
CITY MANAGER, or her designee

APPROVED AS TO FORM:
Office of the City Attorney
Michael D. Bernard, City Attorney

By: _____
Assistant City Attorney

Exhibit I

Request for Proposals (RFP) for “City of San Antonio Downtown Car-Sharing Pilot Program” (RFP 6100000482)

Exhibit II

Addendum 1, dated August 22, 2011

Exhibit III
“Scope of Work to Provide Car-sharing Services for the City of San Antonio”

Task 1 – A) Establish pods with electric vehicle sedans for use by the public, businesses, agencies and City of San Antonio business operations. B) Integrate a dedicated section of the Hertz website for the San Antonio market

At program launch the following criteria will be used to select locations:

- Security
- High Residential Area
- Accessibility 24 hours a day/7 days a week /365 days a year
- Egress and Ingress
- Visibility
- Partnership opportunities with apartments and condos
- Signage potential for marketing opportunities

City staff will obtain input from each downtown area stakeholder to identify downtown pod locations. City will require a minimum of three (3) carshare locations with an availability of 18 light duty vehicles. A minimum of three electric plug-in vehicles will be required. Electric vehicles will be transferable to other pods to meet customer demand. Hertz will be required to install electric charger infrastructure if not available.

Timeline:

- a) Install first pod of three (3) cars by Jan 31, 2012 at City Hall parking lot (former Annex site)
- b) All pods within 120 days from contract execution

Deliverable:

- a) Install first pod of three (3) cars by Jan 31, 2012
- b) A minimum of three (3) pods in the downtown central business district

Task 2 – Implementation of A San Antonio Car-Share Marketing Program

Hertz will develop with City input a customized and localized marketing strategy to identify and target the best marketing channels. The marketing strategy will include marketing program goals/objectives, target market, localized brand, marketing strategies/venues and implementation schedule and provide the necessary visibility for a smooth introduction of the program within the central business district.

Timeline: 30 days from contract execution

Deliverable: A marketing plan narrative

Task 3 -

a) Implement Training Sessions for City of San Antonio Employees

Hertz will provide pre-launch informational training sessions to the City staff involved in the program as well as other City employees. Attendees will be provided a detailed explanation of the program including reserving, accessing and using car-share vehicles. The overall objective of each training session is to fully apprise attendees of the program benefits and to maximize its potential Hertz will offer pre-sign up for those earlier adopters so they can receive their access cards or key fobs by mail and be ready for the launch. As needed, further training sessions can be coordinated after the launch of the program to targeted groups.

At a minimum, training sessions must include:

- An overview of Hertz on Demand: What it is, how it works, and its benefits
- Training on how to use the City's Hertz on Demand website for registering for membership and reserving vehicles
- A demonstration of Hertz on Demand's I-Phone application (app)
- Explanation of the various billing options
- A detailed tour of the vehicle and live demonstration of how the technology works
- Q & A session to address any remaining concerns employees have about the program

Timeline: 90 days from contract execution

Deliverable: 4 informational training sessions

b) Subsidize daily rates for City employees conducting City business and provide bi-monthly utilization reports

City will subsidize rates at 100% for City employees conducting City business (up a four-hour trip; between 7:45am-4:30pm). Hertz will analyze the City's program and prepare and present utilization reports to the City project management team on a bi-weekly basis. Hertz and City staff will collectively review these reports with due consideration given whether particular circumstances warrant an increase in vehicle numbers.

Timeline: upon completion of task 1 through contract term

Deliverable: bimonthly utilization reports (due to the City on the 1st and 15th day of the month), monthly invoicing

Budget: 100% of total budget payable upon invoice receipt (\$60,000)

Payment Schedule	
Upon Contract Execution	\$10,000.00 to be applied as a credit towards Task 3b transactions
Task 3b -- Payable Upon Invoice Receipt	\$60,000.00
Total Project Cost	\$60,000.00

Exhibit IV

Hertz on Demand Price Schedule

Rev. 2 (12-06-2011)

These rates are Rates for City of San Antonio Employees (vehicles located in San Antonio) and are based on the consumer price index:

Category	WeekDay	WeekDay	WeekEnd	WeekEnd
	Hourly	Daily	Hourly	Daily
Economy Car	\$ 8.00	\$ 76.00	\$ 10.00	\$ 95.00
Intermediate	\$ 8.00	\$ 76.00	\$ 10.00	\$ 95.00
Electric / Hybrid Electric	\$ 8.00	\$ 76.00	\$ 10.00	\$ 95.00
Fullsize	\$ 9.03	\$ 85.74	\$ 10.45	\$ 99.28
Midsized SUV	\$ 9.98	\$ 94.76	\$ 11.40	\$ 108.30
5 Pass SUV or Pickup Trk	\$ 12.83	\$ 121.84	\$ 14.73	\$ 139.89
Mercedes/Large SUV	\$ 13.54	\$ 128.73	\$ 15.44	\$ 146.78
Escalade/Nvgtr/Chllngr	\$ 20.90	\$ 198.55	\$ 23.99	\$ 228.00

100% FREE membership; there is zero enrollment or yearly membership fees.

For example, the pricing amount for a 4-hour, 25-mile weekday trip taken between 7:45am to 4:30pm by a City employee conducting City business using an economy, intermediate or electric/hybrid vehicle is \$32.00. This rate includes monthly fees, fuel, insurance, maintenance and repairs.

Hertz reserves the right to change the rates for City of San Antonio employees based on an increase or decrease of the consumer price index. Hertz will send a notice of new rates with a 30-day notification. Additional fees may be added depending on applicable local laws.

Schedule of additional fees:

1. \$0.45 per mile (after first 180 miles) per 24 hour period
2. \$25 for returning a vehicle with less than ¼ tank of gas at the end of the reservation
3. \$50 cleaning fee for smoke
4. \$200 for failure to return an ignition key

Exhibit V

Copy of Enabling Ordinance No. 2012-1-12-_____