

AGREEMENT NO. 142222--0

CITY OF PHOENIX AND ENTERPRISE RENT-A-CAR  
Parking Agreement

THIS AGREEMENT is entered into this 15th day of February 2016 between the CITY OF PHOENIX, an Arizona municipal corporation ("CITY") and ENTERPRISE LEASING COMPANY OF PHOENIX, L.L.C. dba ENTERPRISE RENT-A-CAR, a Delaware L.L.C. authorized to do business in the State of Arizona ("ENTERPRISE").

**RECITALS**

The Phoenix City Manager is authorized and empowered by provisions of the Phoenix City Charter to execute contracts for professional services.

NOW, THEREFORE, the parties agree as follows:

**SECTION 1: SCOPE OF SERVICES**

1. **Parking Program**: CITY shall provide five (5) reserved parking spaces to ENTERPRISE for parking their rental vehicles in accordance with the terms and conditions of this Agreement.
2. **Parking Facility**: Parking will be available in the Regency Garage, located at 40 North 2<sup>nd</sup> Street, Phoenix, Arizona 85004. This garage operates in post-pay mode. Post-pay mode requires the garage operator to collect payment as garage users exit the garage.

The CITY reserves the right to temporarily relocate ENTERPRISE vehicles or clients in the event of construction, capital improvement projects, or special events that require special parking needs.

3. **Garage Access for Enterprise Staff and Clients**: CITY shall allow ENTERPRISE staff and clients' access to the Regency Garage Sunday through Saturday, 24-hours a day. ENTERPRISE staff and clients will pull a parking ticket to enter the garage and retrieve rental vehicles and must provide the parking ticket and voucher to the cashier to exit the garage. There are no garage in and out privileges associated with these vouchers. This agreement does not guarantee parking availability as there may be times when ENTERPRISE staff or vehicles may not have garage access during the contracted time. Motorcycle parking is not covered by this agreement. No exceptions will be made for motorcycle parking. ENTERPRISE staff and clients are prohibited from using this parking program to attend events or activities in downtown Phoenix. PCCD parking operator will notify ENTERPRISE management of any parking violations to allow ENTERPRISE the opportunity to correct the issue(s) within 24-hours. The CITY'S parking contractor

has the right to use industry best practices for parking access to facilitate ingress and egress in any PCCD-managed parking garage(s).

4. **Parking Vouchers**: ENTERPRISE will create and provide parking vouchers containing the ENTERPRISE logo. ENTERPRISE shall provide vouchers to their staff and clients to allow the staff/client the ability to exit the garage **one time only** at no charge. There are no garage in and out privileges associated with these vouchers. Vouchers must be approved by the CITY prior to printing and distribution.
5. **Lost Vouchers** ENTERPRISE staff and/or clients shall pay the prevailing rate upon initially exiting the garage if they are unable to provide the voucher or have lost the voucher.
6. **Reserved Signage**: ENTERPRISE shall install professionally made signs stating "RESERVED" as well as identifying their company name – "ENTERPRISE" for posting on the garage wall. Installation is limited to ENTERPRISE using liquid nails. Upon termination of this agreement, ENTERPRISE must restore the wall to its original condition.
7. **Parking Spaces – Reduction**: After the initial contract term, if ENTERPRISE has not consistently used the total number of parking spaces covered in this Agreement, the CITY reserves the right to negotiate a reduction in the number of parking spaces.

## **SECTION 2: TERM; OPTIONS; GRATUITIES; DEFAULT; AND TERMINATION**

1. **Term**: Except as otherwise expressly provided herein, the term of this Agreement shall be for two (2) years, commencing on February 15, 2016 through February 14, 2018 unless otherwise terminated earlier or due to default by ENTERPRISE pursuant to Section 2.4 below.
2. **Option(s)**: CITY may extend this Agreement for three (3) additional one-year periods covering February 15, 2018 through February 14, 2019 (Option Year 1), February 15, 2019 through February 14, 2020 (Option Year 2), and February 15, 2020 through February 14, 2021 (Option Year 3) if mutually agreed upon. The option to extend this Agreement may be exercised by CITY at least 30 days prior to the expiration of the initial term by giving written notice thereof to ENTERPRISE.
3. **Gratuities**: CITY may, by written notice to ENTERPRISE, and notwithstanding the provisions of Section 2.5 below, terminate this Agreement with one (1) calendar day notice (or such other notice as CITY may deem appropriate), if it is found that gratuities in the form of entertainment, gifts, or other were offered or given by ENTERPRISE, or any agent or representative of ENTERPRISE, to any officer or employee of CITY for the purpose of securing a CITY Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations. In addition, should such a determination be made, CITY shall

be entitled to pursue all of the legal remedies available under the laws of the State of Arizona.

4. **Default:** Should ENTERPRISE fail to perform, keep and observe any of the terms, covenants or conditions of this Agreement then CITY shall give ENTERPRISE written notice of such default. In the event said default is not remedied by ENTERPRISE to CITY's satisfaction within 15 calendar days of receipt of such notice by the CITY, then ENTERPRISE may be declared to be in default and all rights of ENTERPRISE may be terminated in accordance with Section 2.5 below, and the CITY shall have the right to exercise all remedies available to it by law and in equity, including seeking damages, legal costs and all outstanding fees and expenses.
5. **Termination:** In the event that either party is entitled to terminate this Agreement, except as specified in Section 2.3 above ("Gratuities"), termination shall be effected by delivery to the other party of a Notice of Termination specifying the reason(s) for termination and date upon which termination becomes effective, which shall not be less than 30 days in advance of such notice.
6. **Additional Conditions and Causes for Termination:** Contract may be terminated at any time by Enterprise or by the City, with or without cause, upon giving thirty (30) days written notice to the other party. The City or Enterprise at their convenience, by written notice, may terminate contract, in whole or in part.
7. **Termination by City for Condemnation:** If any or all part of the Leased Premises, substantial or otherwise and whether adversely affecting ENTERPRISE's use of the property or not, is temporarily or permanently taken for any public or quasi-public use under any statute or by right of eminent domain, or purchased under threat of or in lieu of such taking, CITY may, in CITY's sole and unfettered discretion, terminate this Agreement upon 90-days written notice to ENTERPRISE.
8. **Termination by City for Redevelopment:** The Agreement may be terminated with 180-days written notice to ENTERPRISE if the Phoenix City Council approves demolition or sale of the Regency Garage.

### **SECTION 3: PARKING FEE AND INVOICES**

1. **Parking Fee:** During the term of this Agreement, ENTERPRISE shall pay CITY a fee for each parking space provided in the Regency Garage, pursuant to Section 1 of this Agreement. The monthly fee for each reserved parking space, per month is \$180.00. The invoice amount shall be calculated by multiplying the number of reserved parking spaces by the parking rate, i.e. 5 spaces multiplied by \$180.00 equals \$900.00 per month. Parking rates are subject to change with a 30-day written notice from CITY to ENTERPRISE.

2. **Invoices:** Within ten (10) business days before the start of each month, CITY'S parking operator shall submit an invoice to ENTERPRISE for payment of the monthly invoice for the reserved spaces in the Regency Garage requested by ENTERPRISE.

Each invoice will have a due date of 30 days from the invoice date. Payment shall be mailed or delivered to the CITY'S parking operator ACE Parking, c/o Phoenix Convention Center, 601 East Washington Street, Phoenix, Arizona 85004. If payment is not received by the due date, the CITY'S parking operator will call ENTERPRISE'S point of contact identified in Section 5.18, to advise of the delinquent status and to provide written notice that the parking contractor will stop accepting vouchers and vehicle drivers will need to pay the prevailing rate upon exiting the garage.

If payment is still not received after notification of delinquency, the invoice will be forwarded to the CITY'S Finance Department to begin the collections process. The monthly parking cards will be deactivated. CITY will notify ENTERPRISE that the monthly parking cards have been deactivated due to lack of payment.

#### **SECTION 4: INDEMNIFICATION AND INSURANCE**

1. **Indemnification Clause:** ENTERPRISE shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of ENTERPRISE or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such ENTERPRISE to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by ENTERPRISE from and against any and all claims. It is agreed that ENTERPRISE will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, ENTERPRISE agrees to waive all rights of subrogation against the CITY, its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the EG.
2. **Insurance Requirements:** ENTERPRISE shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement.

The insurance requirements as specified in Exhibit 1 are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. CITY in no way warrants that the minimum limits contained herein are sufficient to protect ENTERPRISE from liabilities that might arise out of this Agreement. ENTERPRISE is free to purchase additional insurance as may be determined necessary.

#### **SECTION 5: GENERAL TERMS AND CONDITIONS**

1. **Operation of the Garage:** The parties acknowledge that CITY is solely responsible for operation and control of the Regency Garage including, without limitation, management, maintenance, staffing and furnishing the necessary security personnel for the safety of ENTERPRISE parkers who park in the Regency Garage.
2. **Offset Provisions:** ENTERPRISE shall recognize and be required to abide by the provisions of the City Charter of the City of Phoenix, which require that no payment be made to ENTERPRISE as long as there is any outstanding indebtedness or obligation due to CITY and direct that any such obligations be offset against any payment due to ENTERPRISE as vendor under such contract.
3. **Applicable Laws:** Any and all legal disputes arising out of this Agreement shall be tried according to the laws of the State of Arizona and ENTERPRISE shall agree that the venue for any such action shall be in the State of Arizona, County of Maricopa.
4. **Continuation of Work During Disputes:** In the event of any dispute between the parties, provided no notice of termination has been given by CITY or Enterprise, and if it is feasible under the terms of this Agreement, each party shall continue to perform its obligations not related to the dispute during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.  
  
Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement shall not be deemed a waiver thereof.
5. **Special Event Consideration:** In the event that the PCCD shall seek to bring a major political convention, NCAA tournament, Super Bowl, NBA All-Star Game or similar national or international events, ENTERPRISE will agree to modify the terms of the Agreement by relocating ENTERPRISE vehicles or parkers as necessary to allow PCCD to successfully bid and host such events.
6. **Agreement Administrator:** The Agreement Administrator shall be the Phoenix Convention Center Department Business Services Deputy Director or designee. In any dispute concerning an interpretation of this Agreement or concerning the work to be performed hereunder, the final determination shall be made by the

Agreement Administrator and their decision shall be final and binding upon the parties.

7. **Employment and Organization Disclaimer:** This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. ENTERPRISE agrees that no persons supplied by it in the performance of this Agreement are employees of CITY and further agrees that no rights to CITY's civil service, retirement or personnel rules and benefits accrue to such persons.

ENTERPRISE shall be responsible for all salaries, wages, bonuses, retirement withholdings, workers' compensation, unemployment compensation, other benefits, and all taxes and premiums appurtenant thereto concerning such persons provided by ENTERPRISE in the performance of the contract, and ENTERPRISE shall save and hold CITY harmless with respect thereto.

Further it is understood and agreed by the parties that ENTERPRISE is, and shall remain, an independent Contractor under this Agreement. Neither party is the agent of the other, nor is either party authorized to act on behalf of the other party. ENTERPRISE shall be liable to CITY for any financial liability arising from any finding to the contrary by any forum or competent jurisdiction.

8. **Assignability of any Provisions:** This Agreement, and any rights or obligations hereunder, shall not be transferred, assigned or subcontracted by ENTERPRISE without the prior written consent of CITY. Any attempt to assign without such prior written consent shall be void. This Agreement shall inure to the benefit of each of the parties and their permitted successors and assigns.
9. **Invalidity of any Provisions:** This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions of this Agreement and shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.
10. **Remedies:** CITY shall have, in addition to the remedies provided herein, any other remedies provided by law.
11. **Transactional Conflicts of Interest:** ENTERPRISE acknowledges that this Agreement is subject to cancellation by CITY pursuant to Section 38-511, Arizona Revised Statutes.

12. **Compliance with the Immigration Reform and Control Act of 1986 (IRCA):** ENTERPRISE understands and acknowledges the applicability of the IRCA to it. ENTERPRISE shall comply with the IRCA in performing under this Agreement and shall permit CITY to verify such compliance.
13. **Legal Worker Requirements:** CITY is prohibited by A.R.S. § 41-4401 from awarding an Agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, ENTERPRISE agrees that:
  - a) ENTERPRISE and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
  - b) A breach of warranty under paragraph A shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
  - c) CITY retains the legal right to inspect the papers of ENTERPRISE or subcontractor employee(s) who work(s) on this Agreement to ensure that ENTERPRISE or subcontractor is complying with the warranty under paragraph A.
14. **Entire Agreement; Modification (No Oral Modification):** This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
15. **Alteration in Scope of Garage Use:** Neither party is bound by any oral instructions that alter the scope of garage use. Any changes made to the Scope of Work shall be by written amendment only and executed by CITY and ENTERPRISE.
16. **Compliance with Laws:** ENTERPRISE shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments in the performance of this Agreement.
17. **Survival:** The indemnification and limitations of liability provided in this Agreement shall have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration hereof.
18. **Transactional Conflicts of Interest:** ENTERPRISE acknowledges that this Agreement is subject to cancellation by CITY pursuant to Section 38-511, Arizona Revised Statutes.

19. **Notice:** Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing via electronic mail (e-mail), or deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

**If intended for ENTEPRISE:**

Scott Clemmer, Vice President/General Manager  
Enterprise Leasing Company of Phoenix L.L.C.  
1444 West Auto Drive  
Tempe, Arizona 85284  
Telephone: (480) 705-5005 Office  
Email: scott.c.clemmer@ehi.com

**If intended for CITY:**

Phoenix Convention Center Department  
Attn: Rosemarie Tirelli, Contract Administrator  
100 North 3rd Street, Level 2A  
Phoenix, AZ 85004-2231  
Telephone: (602) 262-6990  
Email: rosemarie.tirelli@phoenix.gov

**COPY to:**

Phoenix Convention Center Department  
Attn: John Chan, Director  
100 North 3rd Street, Level 2A  
Phoenix, AZ 85004-2231  
Telephone: (602) 256-3567  
Fax: (602) 744-2875

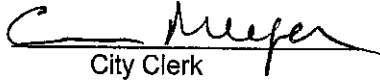
Notice shall be deemed received on the second day after its deposit with any commercial air courier or express service or, if mailed, 10 days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

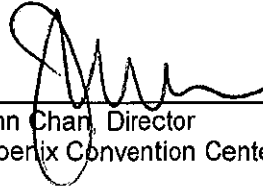
IN WITNESS WHEREOF, the parties have executed one (1) original of this Agreement as of the date stated in the first paragraph on page one of this Agreement.



ATTEST:

CITY OF PHOENIX, a municipal corporation  
ED ZUERCHER, City Manager

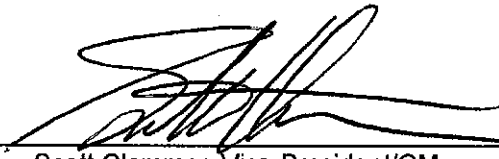
  
City Clerk

By:   
John Chan, Director  
Phoenix Convention Center Department

APPROVED AS TO FORM:

ENTERPRISE LEASING COMPANY OF  
PHOENIX, L.L.C. dba ENTERPRISE RENT-A-  
CAR, a Delaware L.L.C

  
ACTING City Attorney

By:   
Scott Clemmer, Vice-President/GM  
Enterprise Rent-A-Car, L.L.C.



CITY CLERK DEPT.  
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**EXHIBIT 1  
INSURANCE REQUIREMENTS**

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** CONTRACTOR shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the City of Phoenix.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- C. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to **Phoenix Convention Center, Management Services Section, Attn: Rosemarie Tirelli, 100 North 3<sup>rd</sup> Street, Level 2A, Phoenix, AZ 85004.**
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Phoenix Convention Center, Management Services Section, Attn: Rosemarie Tirelli, 100 North 3<sup>rd</sup> Street, Level 2A, Phoenix, AZ 85004.** The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.





## City of Phoenix

### FIRST AMENDMENT TO AGREEMENT FOR PARKING SPACES IN THE PHOENIX CONVENTION CENTER REGENCY GARAGE (AGREEMENT #142222-01)

**THIS FIRST AMENDMENT TO AGREEMENT #142222-01 FOR PARKING SPACES** (the "Agreement") is made between the City of Phoenix, an Arizona Municipal Corporation (the "CITY"), and **ENTERPRISE LEASING COMPANY OF PHOENIX, L.L.C. dba ENTERPRISE RENT-A-CAR**, a Delaware L.L.C. authorized to do business in the state of Arizona ("ENTERPRISE").

#### RECITALS

- A. The City Manager of the CITY is authorized and empowered by provisions of the City Charter to execute contracts for professional services.
- B. On February 15, 2016, CITY entered into Agreement No. 142222 (the "Agreement") with ENTERPRISE for five parking spaces in the Regency Garage.
- C. The parties desire to amend the Agreement as set forth below.

CITY and ENTERPRISE, agree as follows:

- 1. The term of the Agreement is extended for one-year covering February 15, 2018 through February 14, 2019, (the "Extended Term"). There are two one-year extension options remaining.
- 2. Except as by this First Amendment, the Agreement remains in full force and effect.
- 3. This First Amendment shall be in full force and effect only when it has been fully executed.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last set forth below.

CITY OF PHOENIX,  
an Arizona Municipal corporation  
ED ZUERCHER, City Manager

Enterprise Leasing Company of  
Phoenix, L.L.C. dba Enterprise  
Rent-a-Car, a Delaware  
Corporation

By: [Signature]  
John Chan, Director  
Phoenix Convention Center Department

By: [Signature]  
Kevin Bass, General Manager  
Enterprise Rent-a-Car

Date: 3/15/18

Date: 3-9-18

ATTEST:

[Signature]  
ACTING City Clerk



APPROVED AS TO FORM:

[Signature]  
ACTING City Attorney

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**Amendment No. 2 to  
City of Phoenix Agreement No. 142222**

This Amendment No. 2 to Agreement No. 142222 (“**Agreement**”) is entered into by the City of Phoenix, a municipal corporation of the State of Arizona (“**City**”), and Enterprise Leasing Company of Phoenix, LLC dba Enterprise Rent-a-Car, a Delaware LLC, (“**Contractor**”) and is made effective February 15, 2019.

**Recitals**

**A.** The Agreement was entered into on or about February 15, 2016 to provide five parking spaces to Contractor to park their rental vehicles in the Regency Garage.

**B.** The term of the Agreement is for two years, with three option[s] to extend the Agreement for one year [each] at the sole discretion of the City. Option No. 1 was previously exercised. The Agreement will presently expire on February 14, 2019.

**C.** The parties mutually desire to amend the Agreement to exercise the second option and extend the term for an additional year on a month-to-month basis. There is one extension option remaining.

**D.** The parties mutually desire to further amend the Agreement to remove certain termination provisions so that the Agreement reflects the parties’ mutual intent that the Agreement can be terminated at any time by either party, with or without cause, upon giving thirty days written notice to the other party.

**Amendment**

**1.** Section 2, Paragraph 1. “Term of Agreement,” is amended by extending the term beginning on February 15, 2019 on a month-to-month basis until February 14, 2020 or until the Agreement is terminated by either party. There is one extension option remaining.

**2.** Section 2, Paragraphs 7 and 8 are deleted in their entirety.

**3.** Except as otherwise amended, all other terms and conditions of the Agreement and any prior amendments not in conflict will remain in full force and effect. If there is a



conflict or ambiguity among amendments and the Agreement, the documents in the following order prevail and control: (a) the most recent amendment; and (b) the original Agreement.

**\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\***





**Enterprise Leasing Company LLC  
dba Enterprise Rent-a-Car, a  
Delaware corporation.**

**City of Phoenix, a municipal corporation**

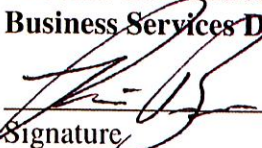
ED ZUERCHER, City Manager

Contractor acknowledges receipt of  
an agreement with the amendment.  
A signed copy must be returned to  
**Phoenix Convention Center  
Business Services Division**

  
\_\_\_\_\_


Signature  
Name: **John Chan**  
Title: **Department Director**

Date: 2-27-19

  
\_\_\_\_\_

Kevin Bass  
Printed Name

**ATTEST:**

  
\_\_\_\_\_


Deputy City Clerk



VP/GM  
Title

**APPROVED AS TO FORM:**

Date: 2/27/19

  
\_\_\_\_\_

ACTING City Attorney *bc*

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CITY CLERK DEPT.