**From:** Haynes, David J. [mailto:David.Haynes@chicagopolice.org]
**Sent:** Monday, December 19, 2016 10:33 AM
**To:** Berlin, Steve; Superfine, Richard
**Cc:** Johnson, Jon; Jonathan Lewin; West, Barbara J.
**Subject:** FW: Final Final THANK YOU
**Importance:** High

Good Morning,

Mercedes-Benz USA, LLC has offered us the use, with no strings attached, the use of a Smart Car to test for some patrol purposes. Prior to accepting this car, we had our internal legal department and City Hall Legal look at and sign off on the agreement. Prior to accepting this vehicle, I would like to make sure that it is acceptable to the Board of Ethics, and per MCC 2-156-142, notify you that we are accepting the gift of the use of the Smart Car from the date we receive it until 01 July 2017.

Lt. David Haynes

 **AGREEMENT**

**Between Mercedes-Benz USA, LLC**

**And**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Effective date:** \_\_\_\_\_\_\_\_\_\_\_, \_\_**, 2016**

THIS AGREEMENT (the “Agreement”) made as of this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2016, is entered into by and between Mercedes-Benz USA, LLC (“MBUSA”) a Delaware limited liability company with principal offices located at 303 Perimeter Center North, Suite 202, Atlanta, GA 30346 and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (“Operator”). 3510 South Michigan Avenue. Chicago Il 60653

WITNESSETH:

WHEREAS, MBUSA is the exclusive importer and distributor of Mercedes-Benz passenger vehicles in the United States, and is in the business of marketing these vehicles in the United States, and

WHEREAS, MBUSA desires to permit Operator the possession of one Mercedes-Benz vehicle (“Vehicle”), model Smart ICE VIN number \_\_\_\_\_\_\_\_\_\_\_\_\_ for a period of time as agreed to herein. Said Vehicle is to be used and operated by the Operator for police purposes, to educate the Operator regarding the utility of the Vehicle, and for visibility and exposure. MBUSA agrees not to issue any press releases or commercial messages regarding Operator's use of the Vehicle without the written consent of the Operator.

NOW, THEREFORE, In consideration of mutual covenants and provisions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, MBUSA herewith permits Operator to have possession of the Vehicle, subject to the following:

1. The term of this Agreement shall be for a period of \_\_ days commencing upon the date the Vehicle is delivered to Operator or his/her representative. The Vehicle shall be returned to MBUSA or its designee by no later than the expiration date of such \_\_ day period. It is acknowledged that the parties may extend this initial period for an additional period upon their written mutual consent.

2. MBUSA shall arrange with an authorized Mercedes-Benz representative to deliver the Vehicle to Operator at his/her residence/office, at the local authorized dealership, or at some other mutually agreeable location.

3. The parties understand that other than the Operator, the only persons permitted to operate and possess the Vehicle shall be: the Operator and Operator personnel whose job functions include driving Operator's vehicles (“Driver(s)”). Copies of the driver’s license and executed Waiver and Release must be provided to MBUSA prior to the delivery of the vehicles. It is acknowledged and agreed that the Vehicle may not be operated outside of the continental United States.

4. MBUSA will provide proof of liability insurance for the Vehicle. Operator will promptly report any loss to the vehicle and/or accident (“Incident”) involving the vehicle to the MBUSA Risk Management Department at (201) 573-2367 and to Rigo Gonzalez at Platinum Rye Entertainment at (310) 246-3987, ideally within twelve (12) hours of the incident, including holidays and weekends. Operator shall complete and forward to the MBUSA Risk Management Department the Mercedes-Benz Automobile Accident/Loss Report promptly, ideally within 24 hours if not on a holiday or weekend. Additionally, Operator and the individual operating the Vehicle at the time of the Incident shall cooperate fully and provide all information (written and/or oral) to MBUSA that is reasonably necessary as it relates to the Incident unless Operator determines that such cooperation would conflict with law enforcement operations.

5. MBUSA agrees to perform at its sole expense, all routine service and repair for the Vehicle. Operator agrees to present the vehicle to an authorized Mercedes-Benz dealer for any such services so that appropriate arrangements may be made for the service(s), unless otherwise agreed to by Operator and MBUSA

6. MBUSA shall bear the cost of license plates and registering the Vehicle as well as the provision of liability insurance on the Vehicle. All other operating expenses incidental to the use of the above Vehicle are the responsibility of Operator. Operator shall comply with all laws, regulations, rules and orders of lawfully constituted authorities in the operation of the Vehicle.

7. All personal property taxes and other taxes applicable to ownership of the Vehicle shall be paid by MBUSA. Any income tax liability resulting from the use of the Vehicle is the sole responsibility of Operator. MBUSA will comply with all required tax reporting. Operator must execute an IRS Form W-9 or other acceptable statement of employer information number before delivery of this Vehicle.

8. The Vehicle is and shall at all times be and remain the property of MBUSA. Operator has no authority to place, or allow to be placed, any lien, encumbrance or charge upon the Vehicle for said repairs or replacements and agrees to keep the Vehicle free from all liens, encumbrances and will be responsible for prompt payment of all fines, tolls, towing, parking charges or other similar assessments arising out of the operation of the Vehicle.

9 At the termination of this Agreement, Operator shall return the Vehicle to MBUSA at a location mutually agreed to by the parties as is .MBUSA agrees that the city will not be responsible for any damage.. Operator shall execute any and all papers necessary to effect the transfer of possession of the Vehicle back to MBUSA, free of all claims of Operator.

10. No waiver by MBUSA of any default on the part of Individual hereunder or of any right and remedy consequent thereon shall constitute a continuing waiver or a waiver of any other default or of any right or remedy consequent thereon.

11. It is agreed that THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE APPEARING IN THIS AGREEMENT AND THERE ARE NO IMPLIED WARRANTIES, EITHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE POSSESSION OF THIS VEHICLE.

12. Operator shall be responsible for all fines, forfeitures and penalties incurred by reason of the use of the Vehicle in violation of any federal, state or local laws or regulations concerning the use and operation of the Vehicle.

13. This Agreement shall be interpreted according to and governed by the laws of the State of Illinois and it may not be assigned without the express written consent of MBUSA.

IN WITNESS WHEREOF, this Agreement is executed this \_\_ day of \_\_\_\_\_\_\_, 2016.

**MERCEDES-BENZ USA, LLC** City of Chicago

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_

By: By:

Date: Date: