



FLEET MANAGEMENT

Request for Proposal Response

Prepared for:



**REQUEST FOR PROPOSALS FOR
PILOT PROGRAM – VEHICLE FLEET
MANAGEMENT SERVICES**

FLEET MANAGEMENT

Confidentiality and Non-Binding Nature

Statement of Confidentiality

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Contingency Language for Request For Proposal

It is Enterprise Fleet Management Inc.'s intention to work with the municipality to arrive at a mutually beneficial solution regarding contract negotiations of Terms and Conditions. Enterprise Fleet Management utilizes Enterprise FM Trust as the Lessor in the asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without a Trust as the Lessor, it would not be possible to enter this debt market. Additionally, certain terms and conditions that obligate the Trust may prohibit entering this debt market.

All pricing is subject to successful contract negotiations and dependent on credit worthiness.

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March 15, 2017

Robert French
Streets and Fleet Manager
City of Dana Point
33282 Golden Lantern, Suite 212
Dana Point, CA 92629

Re: **RFP for PILOT PROGRAM – VEHICLE FLEET MANAGEMENT SERVICES**

Dear Mr. French,

Thank you for giving Enterprise Fleet Management the opportunity to respond to the City of Dana Point's Request for Proposals. With nearly 60 years of experience along with managing approximately 1.9 million vehicles today, Enterprise is uniquely qualified to fulfill the needs outlined in this RFP.

Our resources are available to our customers through a professional and personalized approach. The City will have access to a local Account Team that is specifically assigned to ensure the highest level of customer service. Your Account Team includes an Account Manager and other key personnel who will meet with you regularly, and in person, to develop and evolve your customized transportation solutions. Our programs are designed for the needs of light and medium duty fleets, with the ability to offer programs consisting of: Acquisition, Funding, License & Registration, Rental, Maintenance, Fuel, Risk Management, Services for Existing Owned Vehicles and Disposal. Enclosed, you will find an illustration of the Annual Client Review, a tool that facilitates this ongoing consultation.

Our experience, financial stability, commitment to customer service, and partnerships with other municipalities enable us to be the best company to help the City's staff achieve its goal of sustaining an updated vehicle fleet while improving current processes and reducing costs. Our expertise in fleet management allows us to make recommendations that will improve the effectiveness and efficiency in the utilization of equipment, infrastructure, and financial resources for the City.

Enterprise has specifically customized a program based on the needs of the City in the Scope of Services. Our goal is to assist the City by implementing a fleet replacement policy through cycling of vehicles, refreshing the aging fleet by bridging the funding gaps to alleviate future delays in acquisition through an Open-end Lease structure, managing the vehicle maintenance process to control and reduce expenses, facilitating accident-related repairs for leased and existing City-owned vehicles, providing rental needs for light duty vehicles as well as commercial trucks, and delivering

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exceptional service through our local Account Team. This turn-key, complete fleet management program will allow the City the flexibility to maneuver through the many moving parts of managing its vehicle fleet, and help the City understand the intricacies of how running a shorter vehicle lifecycle will lower maintenance and repair costs, improve fleet utilization, and decrease downtime and turnaround time.

Thank you again for the opportunity to submit this proposal. Our partnerships with other municipalities, including the Cities of Laguna Niguel, Westminster, Gardena, Santa Ana and many others, allow us to be highly qualified to support the City's fleet needs.

Sincerely,



Zeke Jenkins
Senior Account Executive
1400 N. Kellogg Dr., Ste. G
Anaheim, CA 92807
(714) 448-6021 Cell
(714) 463-7610 Direct
(714) 917-3630 Fax
Zechariah.R.Jenkins@efleets.com

ENTERPRISE COMPANY PROFILE

Enterprise Fleet Management, is division of Enterprise Holdings, the largest car rental company in the world as measured by revenue, fleet, and employees. Through our Enterprise, Alamo and National brands, we operate internationally with more than 1,400,000 rental cars, 345,000 vehicles in fleet management (leasing), 93,000+ employees and 9,000+ locations. In addition, Enterprise Holdings has been profitable and increased its revenue every year since it was founded in 1957. The Company's revenue in fiscal year 2015 surpassed \$19.4 billion.

Through the value of our relationships with local dealerships and the vehicle manufacturers, Enterprise has resources and expertise to leverage our buying of vehicles, while maximizing the resale of our disposals through a nationwide network of more than 200 remarketing locations. Our 800 remarketing professionals consistently develop new outlets to successfully minimize the lifecycle cost of our customer's vehicles. In addition to our acquisition and disposal capacity, Enterprise also partners with over 65,000 ASE accredited maintenance providers nationwide to further lower fleet expenses for our customers.

With the recent push for businesses and government agencies to go "green," we have helped many entities achieve this goal. By operating a newer fleet of vehicles, an immediate impact of carbon offsets and better fuel economy is recognized. Enterprise has access to any make and model offered because of its private ownership—both domestic and import vehicles. Enterprise operates the largest fleet of fuel efficient vehicles with more than 400,000, getting at least 28 MPG. Recently, a carbon-offset program has been added to the rental fleet allowing customers to match Enterprise donations for carbon-offsets. For our 50th anniversary in business, Enterprise donated 50 million trees to the National Arbor Day Foundation. More news of Enterprise's environmental platform can be found at <http://keystogreen.com>.

Enterprise Fleet Management has experience in performing work of a similar nature to the Scope of Work described in this RFP. Currently, Enterprise is partnering with many other companies to provide them with fleet management programs. Our services to them include:

- Acquisition of Vehicles
- Funding of Vehicles
- Local Account Team
- Management of Maintenance
- Physical Damage Program and Management
- On-line Reporting and Data
- Customized Monthly Reporting
- Coordination of Aftermarket Installation
- Remarketing and Disposal of Leased Vehicles
- DMV Services on Regular and Exempt Plates
- Fleet Consultation Meetings
- Delivery of New Vehicles
- Vehicle Rental Services

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FINANCIAL STABILITY

Enterprise's financial strength and stability are unmatched in our industry thanks to a conservative and disciplined long-term approach to managing our business. For more than 59 years, our owners, the Taylor family, have put a significant portion of the company's cumulative earnings right back into our privately held business—into building our operations, serving our customers and creating opportunities for our people.

It's an approach that has earned us the lowest debt-to-equity ratio – and the strongest balance sheet by far – in our industry. This stable financial footing is a distinct competitive advantage. In fact, with annual revenues of \$19.4 Billion and more than 93,000 employees, we operate through our regional subsidiaries, more than 1.9 million cars and trucks, making us the largest car rental service provider in the world measured by revenue, employees and fleet.

In addition, Enterprise Holdings currently is ranked No. 15 on the *Forbes* list of America's Largest Private Companies. Furthermore, if Enterprise Holdings were publicly traded, it would rank at number 174 on *Fortune's* list of the 500 largest public companies in the U.S. In comparison, the next largest rental car company is ranked 315th on the *Fortune* list.

Managing our business for the long term reaches well beyond strictly financial matters to virtually every aspect of our company. For example, we deliver an unparalleled, diverse network of more than 9,000 neighborhood and airport branch offices located within 15 miles of 90 percent of the U.S. population. Such accessibility and agility are unique in the car rental and travel industries, and our ability to quickly respond to demand fluctuations directly mitigates the historical volatility of airport car rental.

Our philosophy is that business is a marathon, not a 100-yard dash. We approach new opportunities conservatively, always placing a higher value on the long-term impact on our business than on the potential for short-term gain. And it's not just senior management's job; this approach plays out every day across our company in the care and discipline our local teams bring to using their resources and managing operations. As a privately-held company, Enterprise is not beholden to the short term concerns of stockholders. Quite the opposite, our structure has allowed us to focus on building a solid and sustainable business. Enterprise's strong financial stability is also represented without bankruptcy or pending litigations, which will not impede our ability to complete this project.

Enterprise's short-term rating is 'A-2', which reflects its good cash-generating ability and moderate financial policies, offset to some extent by significant capital expenditure requirements. Enterprise primarily relies on internally generated cash and lines of credit to meet liquidity requirements. It has a \$1.5 billion unsecured revolving credit facility. This facility includes various financial covenants, including a minimum fixed-charge coverage ratio, maximum debt to net worth, and limits on restricted payments and secured borrowings. Enterprise is expected to remain in compliance with covenants.

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Enterprise's capital spending, primarily for the purchase of new vehicles, is significant. We expect that internally generated cash, proceeds from vehicle sales, and the company's credit facilities will be sufficient to meet near to intermediate term capital spending plans. In addition, Enterprise has accessed the capital markets through the issuance of unsecured notes many times. With strong funds from operations and the proven ability to curtail capital spending, Enterprise should continue to have the ability to fund vehicle purchases and service debt.

As a privately held company, it is not Enterprise's practice to publicly distribute the consolidated financial statements. The statistics listed below should assist the City in judging the financial strength of Enterprise. Much of this information can also be found on the Company's website at enterprise.com.

• Company Revenue:	\$19.4 Billion
• Total Fleet in all Business Segments:	\$1.7 Million
• Vehicles purchased per year:	1,000,000
• Rental Office Locations:	9,000
• Fleet Management Office Locations:	58
• Remarketing Locations:	200
• Employees:	90,000
• ASE Accredited Maintenance Providers:	65,000

- **Fleet Management Office in Anaheim, CA**
1400 N. Kellogg
Anaheim, CA 92807

	Long-Term Rating	Short-Term Rating	Outlook
Standard & Poor's	BBB+	A-2	Stable
Moody's	Baa1	P-2	Stable

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REFERENCES

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Eric Cheng, Finance
1255 Imperial Ave., Ste. 1000
San Diego, CA 92101
(619) 557-4582 Phone
Eric.Cheng@sdmts.com
9 Years Leasing and Full Maintenance
\$5,000,000 Contract

CITY OF GARDENA

Steve Prendergast, Lieutenant
1718 W. 162nd Street
Gardena, CA 90247
(310) 217-9647 Phone
SPrendergast@gardenapd.org
6 Years Leasing, Full Maintenance, Physical Damage
\$750,000 Contract

CITY OF WESTMINSTER

Kevin Beach, Fleet Superintendent
8200 Westminster Blvd.
Westminster, CA 92683
(714) 548-3688 Phone
KBeach@westminster-ca.gov
6 Years Leasing
650,000 Contract

UCI MEDICAL

Sean Pamplona
1331 State College Blvd.
Fullerton, CA 92831
(714) 456-6391 Phone
SPamplona@uci.edu
10 Years Leasing and Full Maintenance
\$400,000 Contract

JURUPA UNIFIED SCHOOL DISTRICT

Paula Ford, Director of Education
4850 Pedley Rd.
Riverside, CA 92509
(951) 360-4160 Phone
PFord@jusd.k12.ca.us
4 Year Leasing and Full Maintenance
\$750,000 Contract

VEHICLE ACQUISITION AND COORDINATION OF AFTERMARKET (DMV SERVICES and DELIVERY OF NEW VEHICLES)

Enterprise Fleet Management is still a privately-held company. We have relationships with domestic and foreign manufacturers, and have the ability to acquire any make or model for the City. As a fleet management company, Enterprise is obligated to provide our customers with the best options available from the various manufacturers. For this reason, we "shop" every manufacturer for the best recommended vehicles based on the total holding cost of operating these vehicles, including the initial invoice cost as well as the resale value at the end of the lease term. The customers benefit from our economies of scale as well as industry expertise to make the best decisions about their fleet. Our goal is to provide the City with the most cost-effective recommendations in operating its fleet. Enterprise will revisit this incentive process every time the City acquires a vehicle to ensure that you are receiving the best solution, regardless of manufacturer. Also, Enterprise can assist the City with cost containment strategies to lower overall operational expenses, including right-sizing of the fleet and acquisition of more fuel efficient vehicles to off-set the higher cost of fuel.

When possible, the recommended method of ordering vehicles is to Factory Order them from the manufacturers. This is the most cost-effective method of acquiring vehicles because we are bypassing the dealer inventory and ordering it straight from the manufacturer, typically about a 3% cost savings. It usually takes 3-4 months for delivery of the vehicles depending on manufacturers, but the benefit is that the City will receive vehicles exactly as ordered without the extra cost of unwanted options. Enterprise is also able to acquire vehicles out of dealer inventory to meet immediate vehicle delivery needs, and these vehicles can be delivered 3-5 days once vehicle orders are placed. In addition, Enterprise has access to used vehicles with low mileage as well. This option might be beneficial in lowering the initial vehicle acquisition costs.

Enterprise has strong relationships with aftermarket vendors and can pass our economies of scale directly to the City. We can coordinate the aftermarket installation at no additional cost to the City and these options can be included in the lease payments. The City will enjoy the benefit of not using staff to pick up the vehicles and take them to various aftermarket vendors, such as a body company or signage company. Since Enterprise will coordinate this aspect, the City will save money and staff time.

Enterprise will also handle the DMV License and Registration process with no additional charge to the City for Exempt Plates. For Regular Plates, Enterprise will process the fees with the DMV, and bill back the exact amount to the City and handle all annual renewals.

FUNDING OF VEHICLES: OPEN-ENDED or EQUITY LEASE STRUCTURE

The Open-ended or Equity Lease structure provides a great way to move to a better fleet profile and stay on a cycle plan while maximizing cash flow.

Features of the Open-ended or Equity Lease:

- This structure provides leasing leverage with all rights of ownership
- There are NO fixed term, NO mileage restrictions, and NO abnormal wear and tear charges
- Monthly payments are fixed for the term of the lease, so if interest rates increase, the monthly payments remain the same
- Vehicles may be taken out of service at the City's request
- Flexible financing options (off or on balance sheet financing available)
- Customized terms for use and type of vehicle
- A strong resale market increases the opportunity for gains

Where normally a vehicle would be purchased outright from the capital budget and kept in fleet until a specified time when it was sold, the Equity Lease allows for funding of only the portion of the vehicle used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow.

The mechanics of this lease involves financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV) which is based upon the anticipated market value considering the vehicle's age and application.

Options at completion of lease term:

- Enterprise can renew your vehicles with new models and apply any gains to the replacement vehicle
- The City can extend the term of the lease
- The City can obtain the vehicle at the Reduced Book Value plus tax

Enterprise Fleet Management can sell the aged vehicles through our Remarketing Department. Gains are defined as the difference between the resale proceeds from our remarketing efforts & the open market sale and the Reduced Book Value. *There are no mileage charges or excessive wear and tear charges.*

At any time during the lease period, the vehicle can resourced back into the City's owned fleet. As a result, re-sourcing is just as simple as outsourcing.

MANAGEMENT OF MAINTENANCE

Enterprise offers a Full Maintenance Program that is unique to our industry. Because we maintain our own fleet of rental and fleet vehicles, Enterprise has established an infrastructure of efficiently managing the maintenance process for our 1.9 Million vehicles. We keep proficient records of the expenditure and savings pertaining to each vehicle maintenance cost, therefore, we can provide a fixed and comprehensive Full Maintenance Program that allows the City the ability to budget for the total cost of maintenance expenses for the vehicle lifecycle. Essentially, the City is piggybacking off of Enterprise's infrastructure and network to lower and contain your overall maintenance costs.

Enterprise can fulfill the maintenance requirements in this RFP through our Full Maintenance Program, which guarantees the maintenance costs are covered, regardless of the repairs needed to maintain your vehicle during the term. The City is protected through a budgeted, inflation-proof maintenance agreement for the duration of your lease, up to 7 years or 100,000 miles.

The Full Maintenance Program covers all preventative and unscheduled mechanical repairs. Any repairs resulting from abuse or neglect will not be covered under the Full Maintenance Program. The rates are predetermined for any and all vehicle maintenance services and any parts and labor negotiations are handled between Enterprise and the corresponding repair shop. Brakes and Tires are wear and tear items, and will be billed back on an as-needed basis at Enterprise's cost.

Features of the Full Maintenance Program:

- Guaranteed maintenance expense
 - Fixed expense eliminates surprise costs
 - Inflation proof rates are locked in for the duration of the lease
- Covers all preventative and unscheduled mechanical repairs
 - Scheduled Preventative Maintenance meets or exceeds manufacturers' recommended intervals.
Examples include:
 - Lube, Oil, Filter
 - Tire Rotation
 - Air Filter
 - Fuel Filter
 - Transmission Service
 - Unscheduled Repairs include, but are not limited to:
 - AC/Heater—compressor, condenser, control head, heater core, etc.
 - Braking—calipers, master cylinders, ABS systems, hoses, etc.
 - Cooling System—radiator, water pump, thermostat, fan, etc.
 - Differential—driveshaft, bearings, u-joints, gears, etc.
 - Electrical—alternator, battery, starter, wiring, bulbs, etc.
 - Engine—pistons, crankshaft, bearings, cylinder heads, tensioners, etc.
 - Exhaust—muffler, catalytic convertor, manifold, pipes, etc.

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- Fuel System—fuel pump, injectors, throttle body, etc.
- Steering/Suspension—struts, ball joints, rack and pinion, etc.
- Transmission—valve body, torque convertor, seals, clutch, etc.
- Roadside—towing due to mechanical failure
- Performance—plugs/wires, coils, computer sensors, PCM, etc.
- Miscellaneous—shop supplies, disposal charges, etc.

All repairs are coordinated through Enterprise using the support of a local network of repair facilities. This reduces the City's time on fleet repairs because estimates for repair time and costs are eliminated. As downtime is reduced, employee productivity increases. Also, by using local shops, tax revenues will benefit the local economy.

The Maintenance process is controlled by an Enterprise team of ASE certified technicians. Here is an overview of the department's experience:

- 51 Service Advisors with over 300 years of fleet experience
- ASE Certifications:
 - 640 Individual Certificates
 - 27 Master Auto
 - 13 Double Master (Auto & MD)
- Average 11 certifications per technician
- Because of strong participation in the ASE program, Enterprise has been named a Blue Seal of Excellence Facility 15 years in a row.

All shops must carry \$1M liability insurance coverage for protection of vehicles on premises. With 65,000 shops on the Enterprise network nationwide, we can leverage our size to best serve the City in a timely manner. Our ASE mechanic team has the ability to ship hard to find parts to shops servicing the City's vehicles, which help eliminate downtime.

Our local shop network of over 65,000 nationwide consists of relationships with large national accounts (Pep Boys, Firestone, etc), local dealerships, and "mom and pop" shops. Enterprise's maintenance program does not limit or void any warranties given by the manufacturers. The Full Maintenance program works in conjunction with these warranties to fix and guarantee all preventative and unscheduled repair work up to 100,000 miles.

Enterprise is not tied directly to any one vendor. Within our network of vendors, the following are provided:

- Vendors that have diagnostic equipment
- Dealers that can perform warranty repair work
- Local vendors that stock parts
- Vendors that hire ASE certified technicians
- Vendors that carry parts in stock (delivery times may vary by vendor)
- Vendors that carry a wide variety of products to accommodate your fleet needs
- Certain vendors that can accommodate Pick up and Delivery Services

Roadside assistance is available 24-hours a day, 7 days a week--which includes towing, emergency roadside service, lock-out service, and fuel delivery--at no additional cost to the City.

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Hours of coverage: Monday through Friday: 5AM to 7PM

Saturday: 5AM to 2PM

After-hours service handled by AAA and Fleetnet, 24/7/365 days

The convenience of our Full Maintenance program is unmatched due to the number of maintenance shops available. All vehicle maintenance and repairs, preventative and unscheduled, are approved under our program reducing any phone calls or downtime associated with receiving approval on a PO or billing. Also, consolidated billing for the lease, maintenance, and insurance will reduce the number of outgoing PO's from the City's Accounts Payable department.

With Enterprise handling the maintenance process—from providing proactive service reminders to the convenience of our available shops—the City will save soft dollar costs, which will reduce the amount of employee time spent on repairs and maintenance, thus, minimizing down time. Also, being on a shorter lifecycle and consistently maintaining the vehicles will prevent larger ticket items from occurring, which allows the City's employees to spend less time on maintenance issues and more time on productivity. In addition, Enterprise can offer the Full Maintenance program to the City's existing fleet of owned vehicles.

The City may choose to use Enterprise's website to disperse an email service reminder to assigned drivers or designated contacts within the City. Also, Enterprise provides a complete snapshot of the entire fleet of vehicles each month with corresponding information about their upcoming service dates.

MAINTENANCE REPAIR FACILITIES

Below is a list of local shops in the Dana Point area.

Shop Name	Address	City	State	Postal	Phone
AUTO CARE	231 CALLE PINTORESCO	SAN CLEMENTE	CA	92672	949-498-4024
BIG O TIRES #557	927 N EL CAMINO REAL	SAN CLEMENTE	CA	92672	949-492-5543
EZ SMOG CHECK	2231 S EL CAMINO REAL	SAN CLEMENTE	CA	92672	949-366-5428
PEP BOYS	1606 N EL CAMINO REAL	SAN CLEMENTE	CA	92672	949-492-8977
RAMONA TIRE (FIRESTONE)	603 S EL CAMINO REAL	SAN CLEMENTE	CA	92672	949-373-7811
VALVOLINE INSTANT OIL CHANGE	34242 DOHENY PARK RD	DANA POINT	CA	92624	949-661-1023
VALVOLINE INSTANT OIL CHANGE	525 AVENIDA PICO	SAN CLEMENTE	CA	92672	949-940-1850

LIABILITY AND PHYSICAL DAMAGE PROGRAM AND MANAGEMENT

Enterprise can provide Liability and Physical Damage Coverage for the leased vehicles. Enterprise has established an infrastructure for accident related repairs for our own 1 million vehicles, so we have the experience and relationships to handle the City's fleet in these instances.

The Physical Damage Program is designed to minimize the City's losses and facilitate the process of getting the fleet vehicles back on the road. With one phone call, the towing, bodywork, loaner car, subrogation, and reporting will all be handled by our Loss Control Team.

The City can also self-insure for all Physical Damage Claims. Deductibles can be set to meet the City's requirements or preference: \$2,500, \$5,000, 10,000, etc. Enterprise has provided the City with Optional Physical Damage coverage at \$1,000/\$1,000 deductibles at \$35 per vehicle per month.

- One-Call Service: Eliminates the hassle of arranging towing, getting multiple repair estimates, pursuing the other insurance company, dealing with being pursued, and arranging for rental vehicles. In the event of an accident, the City only makes one call to Enterprise. After taking a brief accident report, Enterprise will take over any and all details involved in handling the claim and get the vehicle repaired quickly! Enterprise will also handle and administer all under deductible claims, minimizing time spent by the City's staff. In addition, Enterprise will report the liability claim, if applicable. The benefit to the City is convenience—there is only one phone number for Maintenance and Insurance.
- Discounted Parts and Labor Pricing: Reduction of out-of-pocket expenses can save the City money and lower its loss ratios. When the vehicle is repaired at an approved facility, physical damage claims are documented at our Enterprise reduced rates, which improves the City's loss history. Our shops work to minimize downtime while vehicles are in repair.
- Monthly Billing with No Interest Cost: Reduces costs and increases cash flow. Fees are paid monthly, along with vehicle payments. There are no large cash deposits upfront nor any interest assessed on the unpaid portion.
- Strong Commitment to Quality Repair: Poor work can affect resale value. Our shops guarantee their work, and any problems are fixed free of charge.
- Consolidated Billing: No additional check writing or administration time is required. Any expenses appear on the regular monthly billing statement.
- Total Losses Handled: No financial exposure to the book value exceeding the market value of the vehicle. Aggressive subrogation to collect from "at fault" parties.

FUEL CARD PROGRAM AND MANAGEMENT

Enterprise Fleet Management, in partnership with Wright Express, offers a complete fuel management program. By recording all of your fuel purchases, Enterprise provides detailed information on every vehicle in your fleet. The City's fueling needs can be met through one customized card that is accepted by most fueling stations around the country. Sophisticated purchase controls, data collection and reporting tools allow the City to manage its fleet more efficiently and economically.

Simple Fueling Procedures:

- Locate authorized fuel station
- Swipe card, provide odometer reading and driver PIN
- Can use pay-at-the-pump, where available
- Fill up and go

Convenient Fueling Locations:

- Over 120,000 stations
- Representing over 20 brands
- Diesel fuel also available

Control Features:

- Provides flexibility and comfort in knowing how the cards are being used
- Through WEXOnline, Card Level Limits can be set for all cards or just a few cards
 - Hard Controls (3 Levels can be set)
 - Number of transactions in a day (ie, no more than twice per day)
 - Time of Day (ie, no gas available after 5 PM)
 - Day of Week (ie, no gas on weekends)
 - Soft Controls (When card is used outside of the parameters, an email is sent to fleet)
 - Multiple transactions in a day
 - Dollars per day
 - Dollars per transaction
 - Off Hour transaction
 - Gallons per transaction
 - Day of the week
 - Fuel type
 - Out of state transaction

MOBILE RESOURCE MANAGEMENT (Geotab)

Enterprise's Mobile Resource Manager (Geotab) is a Web-based solution that provides companies real time visibility into the locations and activities of their mobile resources.

Vehicle Tracking and Reporting

Real time GPS tracking allows you to know when and where your vehicles are immediately or via historical reports. Other customizable reports allow you to manage the exceptions defined by your business needs. Alerts can be set automatically or reports downloaded in various forms for ease of use.

Wireless Job Dispatching and Time Tracking

Connectivity between the Garmin® units (available as add-on) and the Web interface makes real time monitoring of job status easy. Jobs are dispatched directly to the Garmin units, and drivers can return job status through the Garmin units back to the Web interface. This enhanced connectivity increases billing accuracy and improves customer service.

Messaging

Efficient communication between office and fleet is critical to staying on time and on budget. Text messages can be sent by dispatchers to individual drivers' Garmin units, and drivers can respond by sending a message back to the Web interface. This leads to fewer phone calls between fleet and office, saving time for both dispatchers and drivers.

Navigation (Garmin)

When a driver gets lost, it wastes both time and money. With navigation, driving directions are sent along with dispatched jobs, guiding drivers to their locations using the best routes. This reduces both "windshield time" and excess fuel consumption.

List of Key Features

- Exception reporting for more effective fleet and driver management
- Real time GPS locations
- Historical GPS track and trace (up to 90 days back)
- Google® Maps interface (street and satellite views)
- Wireless job dispatching and real-time job status (available with Garmin add-on)
- Geofencing (notification of when workers enter or exit specific areas)
- Speed tracking with speeding alerts and reports
- Stop time tracking with stop alerts and reports
- Two-way messaging to users and groups (available with Garmin add-on)
- Web-based reports
- Multiple users capability

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DRIVER SAFETY PROGRAM THROUGH SAMBA SAFETY**Executive Summary**

SambaSafety is the pioneer and national leader of driver risk management solutions in North America. Patented technology and advanced workflow management deliver a full range of driver-centric solutions from motor vehicle records and continuous driver monitoring to driver policy enforcement. Through the collection, correlation and analysis of multiple data sources, SambaSafety enables employers, fleet managers, and insurance carriers to reduce accidents and limit risk.

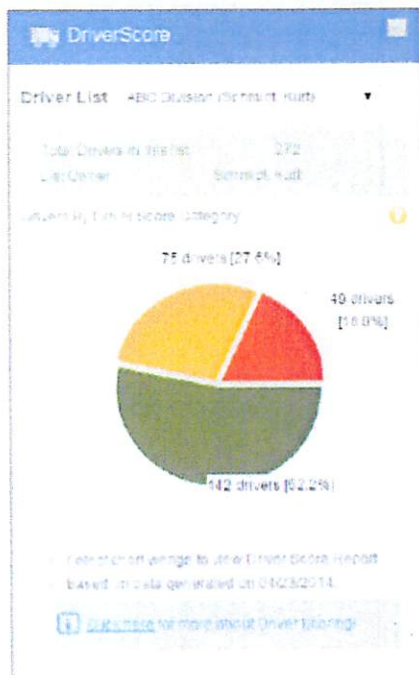
SambaSafety leverages our network of direct connections to state DMVs increasing speed and accuracy while reducing costs associated with MVR brokers.

Business/Product or Service

If you believe your employees are your organization's greatest assets then you are aware your drivers remain a company's largest potential liability. Companies like yours are constantly challenged with identifying at risk drivers based on many criteria that change throughout the year including new citations, revocations, suspensions, renewals, medical certifications, unlicensed drivers and high risk drivers.

The SambaSafety Driver Risk Management solution includes the following components on a National Level:

- Continuous driver monitoring
- On-Demand motor vehicle records (MVRs)
- Standardized and custom national scoring
- Online driver training
- Accident management
- Incident management
- Compliance document management
- California employer pull notice (EPN) system

**Value Add**

- **Cost Reduction:** Improved driver behavior can lead to a 66% reduction in accident and administrative costs in year one.
- **Keeping Qualified Drivers On The Road:** Gain actionable insight into citations, DUIs, Medical Certification, license renewal status and other factors that could take drivers off the road.
- **View of Driver Full Life Cycle Management:** Our cloud-based technology offers visibility in to your drivers, accessible anywhere/anytime while protecting your information from a disaster recovery position all while keeping you compliant.

SambaSafety Driver Risk Management

By integrating individual driver data with industry-leading driver risk management software we provide you with the critical information needed to maintain a safe and qualified driver fleet. By collecting, correlating and analyzing motor vehicle records (MVRs) and other data sources, we identify driver risk and enable you to modify your drivers' behavior, reduce accidents, and ensure compliance while lowering costs.



Why Choose Samba DriverMonitor™

- **National Coverage:** Understanding a MVR from a single state is hard enough, imagine having to understand 50+ different formats. SambaSafety DRM standardizes MVRs from all 50+ DMVs and reports all drivers in a consistent easy to understand format.
- **Continuous Monitoring:** Annual MVRs represent a driver's record at a particular point in time but what happens after that annual MVR? Continuous monitoring looks for changes on an ongoing basis alerting you to risk as it happens.
- **Samba DriverScore:** Don't waste time weeding through stacks of clean MVRs looking for the few high risk drivers. The DriverScore allows you to zero in on high risk drivers in seconds and take the appropriate action.

The Market

We currently provide monitoring for 14,000+ organizations nationwide. Because negligent entrustment cases are on the rise and targets commercial as well as non-commercial drivers, SambaSafety would like to discuss monitoring all drivers within your organization.

Risk/Opportunity

Your greatest risk associated with your fleet today is not having full 12-month visibility into driver profiles. We overcome these risks through monitoring, scoring, and decoding for a low cost and very light administrative burden. Your biggest opportunity to reduce driver risk is monitoring all your employees on a monthly basis to provide insight into what behaviors are taking place.

"This monthly report has become a critical component of my safety program. It gives me the information I need to address problems before they become serious financial liabilities. By implementing the automated driver record monitoring program, our annual employee accident costs continue to decrease. We were able to use this information when negotiating for a new insurance provider, and it resulted in an insurance premium savings of \$1.3 million. This is the most cost-effective service I use."

Jeff Trujillo, Risk & Safety Department- Santa Fee County, NM

"Having continuous monthly monitoring through SambaSafety allows us to quickly identify those drivers that may put our company at risk — plus it limits the exposure associated with poor driving performance. SambaSafety is an invaluable tool."

Kelly Brunn, Wagner Equipment- Department of Transportation

"The information we've gotten from SambaSafety's services has saved us considerable money in time and resources and enabled us to retain drivers by taking proactive measures. Navajo estimates that we will save over \$500,000 annually by lowering our Out of Service orders."

Allen Lowry, Vice President, Safety and Security- Navajo Express

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REMARKETING AND DISPOSAL OF VEHICLES

Enterprise maximizes the resale of our disposals through a nationwide network of more than 200 remarketing locations. Our 800 remarketing professionals consistently develop new outlets to successfully minimize the lifecycle cost of our customer's vehicles. Enterprise disposes of vehicle:

- Utilizing a multi-channel approach to maximize our sales efforts
- Not relying on any one channel to dispose of our vehicles
- Constantly evaluating each channel to better understand the best place to sell our vehicles

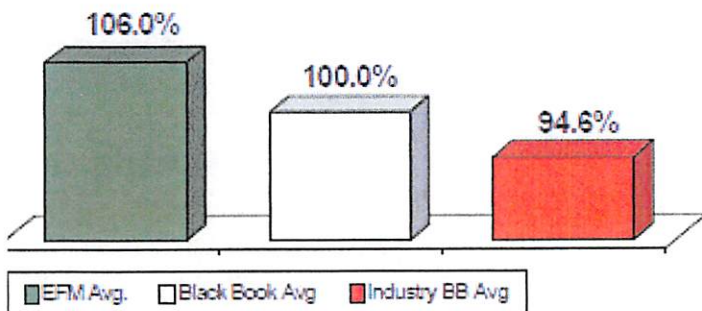
Enterprise uses the following channels to sell our vehicles:

- Internal Sales through re-leasing to other Fleet Management customers and Referral Car Sales Department
- Direct Dealer Marketing by hand selling to Franchised Dealers and Independent Dealers
- Some Auctions—live sales and Internet only sales (nationwide and Canada)

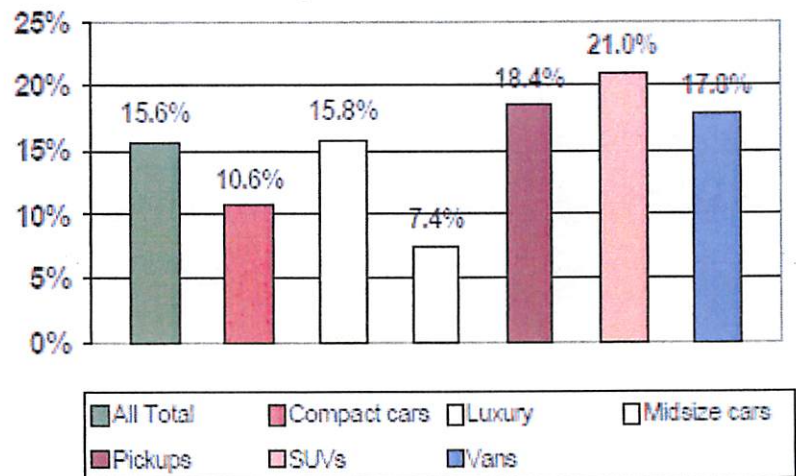
Enterprise's value proposition on resale of vehicles sets us apart from our competitors

- Market Knowledge
- Over 200 Remarketing locations nationwide
- Nationwide network of 800+ Remarketers
- Annual vehicle sales of 1,000,000+
- Flexibility to choose our sales channel: (direct dealer marketing (hand selling) / On-line sales / auctions etc...)
- Local sales experts with 40+ years of experience
- Fast and efficient disposal process
- Consistently out perform market averages (BB, CVI and KBB.com)
- A company committed to the disposal process because we have to sell all of our vehicles as well

Sales Price vs. Black Book



Price Changes for Selective Market Classes



VEHICLE RENTAL PROGRAM

Enterprise Rent-A-Car has a contract with the State of California for vehicle rentals. The City can piggyback off of that program and the rates since the County is a government entity. Enterprise offers straight forward rate plans that make renting easy for the City and its employees. The City can enjoy the benefits of the rate plan at any one of the neighborhood or airport locations across North America, for business or pleasure.

- Reduce Company Fleet: Gain cost-effective alternatives to owning a pool fleet. New vehicles support a strong company image, which ensures the City has the right car available when needed. Pay for a vehicle only on the days used.
- Month-Or-More Rental Plan:
 - Great savings off our already low monthly rates
 - Ideal for corporate relocations, temporary work assignments or interns
 - Can be used while waiting for a new fleet car
 - Short-term rental flexibility, with long-term discounts
 - 24-hour roadside assistance
- Specialty Vehicles: Enterprise offers a wide variety of newer makes and models. When form and function are important, Enterprise offers a full range of luxury vehicles, minivans, SUVs, pickup trucks, and cargo vans. Commercial Truck Rental is also available for larger trucks, stakebeds, box trucks, etc.
- Meetings and Group Rentals: Enterprise can create a customized package - whether the City has a group that needs specific vehicles at several locations. Enterprise can also provide support materials, such as flyers or a web page for the City's website.

PART 2: TECHNICAL PROPOSALLOCAL ACCOUNT TEAM

The City will be assigned to a “dedicated” Account Team. This team will be led by the Account Manager and Account Fleet Coordinator. The team will also include the managers and staff members of our Remarketing Team, License and Renewal Team, Accounting Team, and Traffic Team. The goal of our local, dedicated Account Team is to be available to proactively manage every aspect of the City’s fleet needs—from making recommendations on the most cost effective vehicles, when the best time is to order or sell vehicles, monitoring the fleet to ensure efficiency...to helping with billing, accounting, and reporting needs.

The Account Manager is the primary contact for setting up initial account structure and for the retention of the account thereafter. She is available to review the account on a quarterly basis, or more often if desired, to ensure that account is handled properly, and to make recommendations for increasing fleet efficiency.

The Account Fleet Coordinator assists the Account Manager with the administrative functions. Her duties include handling all billing and DMV questions, maintaining accurate account information as far as customer cost codes and driver names, and handling the day-to-day requests for your account.

Enterprise is committed to providing the City with highly qualified employees to fill each position listed during the course of this partnership. Below are the positions that make up your local account team.

Local Support Staff:

• Vice President of Fleet Management	Kevin Morrissey	25 YEARS
• Regional Sales Manager	Rich Murrell	14 YEARS
• Area Sales Manager	Phan Kaffka	18 YEARS
• Account Executive	Zeke Jenkins	11 YEARS
• Account Manager	Marbella Borja	4 YEARS
• Client Service Supervisor	Jin Pae	18 YEARS
• Account Fleet Coordinator	Maryam Elmankabadi	1 YEARS
• Group Vehicle Acquisition Manager	Dave Mills	27 YEARS
• Group Vehicle Remarketing Manager	Kevin Antonelli	26 YEARS

Local Office at 1400 N. Kellogg Drive, Ste. G, Anaheim, CA 92807

Zeke Jenkins

1400 N. Kellogg Drive, Ste. G

Anaheim, CA 92807

(714) 463 -7610

Zechariha.R.Jenkins@efleets.com**EDUCATION****Calvin College**

Bachelor of Arts, Business Administration

June-2001

EXPERIENCE**Enterprise Fleet Management, Anaheim, CA**

Senior Account Executive

2007-Present:

- Responsible for Implementation and Development of New Business
- Responsible for retention, and growth of existing accounts in a business to business sales environment.
- Achieve sales goals through various forms of marketing and sales presentations that further promote the value of fleet management to key decision makers and reinforce the buying decision while exceeding the customer's expectations for service, knowledge and professionalism.
- Develop long-term exceptional client relationships through regularly scheduled on-site visits to ensure the program is operating as designed
- Produce customized fleet replacement policy to determine optimal cycle time for each account
- Ensure proper reporting and cost benchmarks are being delivered
- Uphold Enterprise standard for honesty and integrity

Enterprise Rent-A-Car, San Juan Capistrano, CA

2006-2007

Managers Assistant

- Responsible for efficiency and profitability of branch
- Accountable for collecting past due accounts
- Responsible for value added customer support
- Evaluated on sales of ancillary products, vehicle upgrades and length of rental contract
- Played mentoring role in new hires
- Responsible to booking reservations
- Uphold Enterprise standard for honesty and integrity

Marbella Borja

1400 N. Kellogg Drive, Suite G

Anaheim, CA 92807

(714) 463-7620

Marbella.Borja@Efleets.com**EDUCATION**

University of California, Irvine Irvine, California
Bachelor of Arts, Sociology and Political Science

June 2014

EXPERIENCE

Enterprise Fleet Management, Anaheim, CA
Account Manager

November 2015- Present

- Responsible for retention and growth of existing accounts in a business to business sales environment.
- Achieve sales goals through various forms of marketing and sales presentations that further promote the value of fleet management to key decision makers and reinforce the buying decision while exceeding the customer's expectations for service, knowledge and professionalism.
- Assume all responsibilities of an on-site Fleet Manager for clients
- Develop long-term exceptional client relationships through regularly scheduled on-site visits
- Produce customized fleet replacement policy to determine optimal cycle time for each account
- Create custom reports for clients to keep them informed and up to date on the status of the vehicles in their fleet
- Uphold Enterprise standard for honesty and integrity

Enterprise Rent-A-Car, Costa Mesa, CA
Management Trainee, Assistant Manager

December 2013 – October 2015

- Responsible for efficiency and profitability of branch
- Accountable for collecting past due accounts
- Responsible for value added customer support
- Evaluated on sales of ancillary products, vehicle upgrades and length of rental contract
- Sold insurance on 60-80% of contracts
- Committed one day a week to marketing and prospecting
- Played mentoring role in new hires
- Responsible to book every reservation
- Uphold Enterprise standard for honesty and integrity

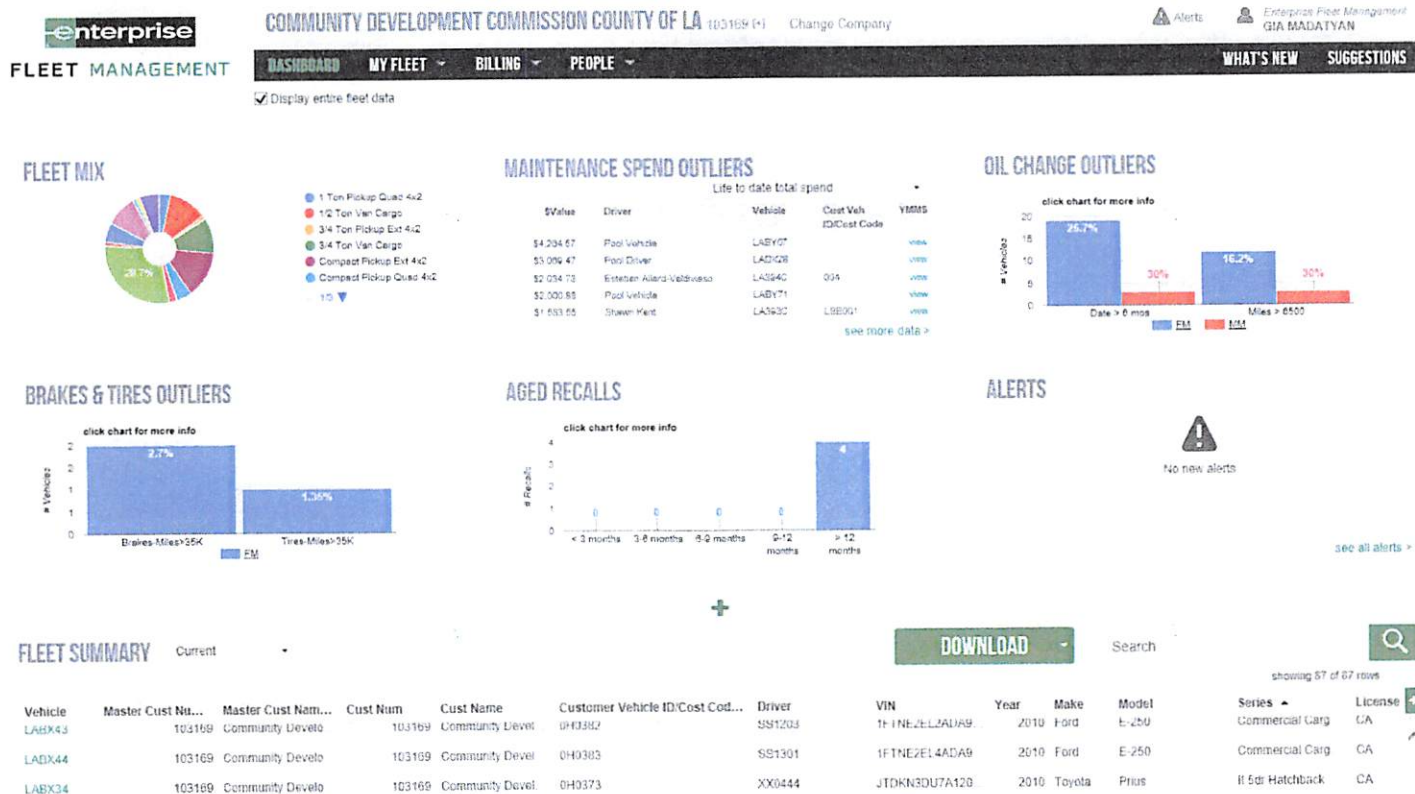
ON-LINE REPORTING AND DATA

Confidential and Proprietary

The City has access to on-line reporting as outlined on the dashboard below. Account information such as:

- Billing Overview – gives a snapshot of current statement, balances, and invoices
- Fleet Mix – depicts the vehicle types and how many vehicles in each type
- Notices for DMV Renewals – shows when registrations and renewals are due
- Vehicle Order Status – displays when in the ordering process the vehicles are
- Services Overview – details the lease types, maintenance, and insurance coverage
- Resale Analysis – demonstrates how many and how much vehicles are sold for
- Fuel Expenditure – details the fuel economy of the fleet, average price per gallon
- Vehicle Model Year Mix – shows the fleet mix and model

Authorized personnel from the City can click on each green bar, and access more detailed information pertaining to each section of the fleet. The City can also access Reports, Enter Mileage for vehicles, send Requests to Enterprise, Update Contact and User Profile, Create Reminders, and customize Mobile Preferences.



CUSTOMIZED MONTHLY REPORTING

Below is a sample Management Report that can be customized at the City's request or can be downloaded from the Enterprise Fleet Management website and customized by City staff to meet specific needs. This is one of several in depth reports that can be generated by the Account Management team in order to provide insight and consultation to the City on fleet expenses and overall strategy.



ATTN: JOHN DOE
1234 E MAIN ST
ANYWHERE, ZZ 99999

MANAGEMENT REPORT FOR G12345

CUSTOMER NAME	DATE	PAGE
ABC Manufacturing G12345	01/01/20XX	1

*DOES NOT INCLUDE RENT DUE

Customer Unit ID		Driver Name	State/Territory	Age	Rent	Use Tax	Delivered Price	Service Charge	License & Taxes	Depreciation % \$	Lease Charge % \$	Reduced Book Value*		
Unit #	Serial #	Yr/Make/Model	Delivery Date	Type Lease	LST/DP	INS				Contract Miles	Last Mileage	Date Reported		
	ABC	GREEN*ALAN	TX 8/18/19	28	442.93	0.00	17,024.00	170.24	0.00	1.50	318.29	0.50	66.23	\$1,541.85
PS9636	278722	ex FORD GT500	2/20/19xx	E48	0	68.41					0			
	DEF	OSBORN*FRANK	MD 3/9/19	30	343.00	0.00	18,700.00	180.00	0.00	3.71	418.44	0.53	67.20	\$1,800.78
PA7832	303999	ex JEEP GCHE	2/12/19xx	E60	0	68.41					0			
	GHI	MEYERS*FRED	KS 6/21/07	21	601.49	0.00	23,885.98	235.94	0.00	5.21	404.94	0.91	92.34	\$6,025.96
PA7868	300256	ex BUIC LESA	2/26/19xx	E56	0	68.41					0			
	JKL	FRANKLIN*RON	MA 2/25/19	33	590.69	0.00	23,584.98	235.94	0.00	5.38	441.88	0.91	70.40	\$6,339.69
PA7872	396381	ex BUIC LESA	5/25/19xx	E56	0	68.41					0			
	MNO	DAVIS*MICHAEL	KS 9/8/02	29	300.33	0.00	30,635.00	306.35	0.00	5.10	430.13	0.87	140.49	\$12,052.70
PA8134	498294	ex MERB C150	5/8/19xx	E56	0	68.41					0			
	PQR	THOMPSON*SAM	KS 0/26/96	47	750.21	0.00	32,714.00	327.14	0.00	1.25	337.98	0.50	99.22	\$12,598.41
PA8161	661036	ex LENC CONT	5/16/19xx	E48	0	68.41					0			
	STU	SIMPSON*LINDA	MD 8/19/14	19	509.87	0.00	17,784.69	500.00	0.00	1.90	409.91	0.69	50.59	\$2,726.30
PA8265	171622	ex CHEV LUMI	7/19/19xx	E24	0	68.41					0			
	VWX	ROBIN*JOSEPH	NY 8/12/18	21	887.59	0.00	0.00	500.00	0.00	0.00	453.58	0.00	743.40	\$0.00
PM7873	675469	ex JEEP GCHE	8/1/19xx	N48	0	68.91					65,000		57,800	
	YZ	CLARK*PATRICIA	CA 4/20/02	21	776.73	0.00	0.00	500.00	0.00	0.00	394.68	0.00	586.25	\$0.00
PM7874	561364	ex JEEP GCHE	8/1/19xx	N24	0	68.91					65,000		28,437	
	10	FOX*AMANTHA	MA 1/8/14	21	906.71	0.00	0.00	500.00	0.00	0.00	418.62	0.00	617.02	\$0.00
PM7876	673954	ex JEEP GCHE	8/1/19xx	N56	0	68.41					75,000		43,740	
	11	POOL VEHICLE	CA 4/20/18	23	568.93	0.00	0.00	500.00	0.00	0.00	301.60	0.00	586.25	\$0.00
PM7877	561365	ex FORD F150	8/1/19xx	N24	0	0					65,000		62,291	
	10	POOL VEHICLE	MA 1/9/18	30	687.24	0.00	0.00	500.00	0.00	0.00	418.62	0.00	687.24	\$0.00
PM7878	673959	ex DODG CVAN	8/1/19xx	N56	0	0					75,000		62,300	
	12	POOL VEHICLE	MI 8/9/18	30	687.24	0.00	0.00	500.00	0.00	0.00	418.62	0.00	687.24	\$0.00
PM7879	673965	ex DODG CVAN	8/1/19xx	N56	0	0					75,000		62,478	

OTHER CUSTOMIZED REPORTING

Below is a sample Fleet Replacement Schedule that will be developed by the local Account Management team in conjunction with the City in order to proactively manage the fleet in the most cost effective way. This tool also ensures that fleet will work towards the long and short term goals of the City.

4/26/2010
8:07 PM

Replacement Schedule

EFM Confidential and Proprietary

Recommended Fleet Replacement Policy

1 Ton Pickup	36	Months or	120000	miles
1/2 Ton Pickup	36	Months or	100000	miles
3/4 Ton Pickup	36	Months or	100000	miles
Cab Chassis	60	Months or	100000	miles
Full Size SUV	36	Months or	75000	miles
Passenger Minivan	36	Months or	100000	miles
SUV	60	Months or	100000	miles

ABC Plumbing Co

Customer ID: 00000 Fleet Size: 12
Customer ID: 00000 Fleet Size: 12
Account Executive: John Doe
Customer Service Representative: Susan Brown
Data as of Date: 4/26/2010

Yr	Make	Model	EFM Unit ID	EFM Date in Service	LTT	T	MID	Average Monthly Mileage	Contract Mileage	Starting Mileage	Est. Current Mileage	Short-Term Actual Mileage	Month to Order	Month to Replace	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Jul-29	Aug-29	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Apr-30	May-30	Jun-30	Jul-30	Aug-30	Sep-30	Oct-30	Nov-30	Dec-30	Jan-31	Feb-31	Mar-31	Apr-31	May-31	Jun-31	Jul-31	Aug-31	Sep-31	Oct-31	Nov-31	Dec-31	Jan-32	Feb-32	Mar-32	Apr-32	May-32	Jun-32	Jul-32	Aug-32	Sep-32	Oct-32	Nov-32	Dec-32	Jan-33	Feb-33	Mar-33	Apr-33	May-33	Jun-33	Jul-33	Aug-33	Sep-33	Oct-33	Nov-33	Dec-33	Jan-34	Feb-34	Mar-34	Apr-34	May-34	Jun-34	Jul-34	Aug-34	Sep-34	Oct-34	Nov-34	Dec-34	Jan-35	Feb-35	Mar-35	Apr-35	May-35	Jun-35	Jul-35	Aug-35	Sep-35	Oct-35	Nov-35	Dec-35	Jan-36	Feb-36	Mar-36	Apr-36	May-36	Jun-36	Jul-36	Aug-36	Sep-36	Oct-36	Nov-36	Dec-36	Jan-37	Feb-37	Mar-37	Apr-37	May-37	Jun-37	Jul-37	Aug-37	Sep-37	Oct-37	Nov-37	Dec-37	Jan-38	Feb-38	Mar-38	Apr-38	May-38	Jun-38	Jul-38	Aug-38	Sep-38	Oct-38	Nov-38	Dec-38	Jan-39	Feb-39	Mar-39	Apr-39	May-39	Jun-39	Jul-39	Aug-39	Sep-39	Oct-39	Nov-39	Dec-39	Jan-40	Feb-40	Mar-40	Apr-40	May-40	Jun-40	Jul-40	Aug-40	Sep-40	Oct-40	Nov-40	Dec-40	Jan-41	Feb-41	Mar-41	Apr-41	May-41	Jun-41	Jul-41	Aug-41	Sep-41	Oct-41	Nov-41	Dec-41	Jan-42	Feb-42	Mar-42	Apr-42	May-42	Jun-42	Jul-42	Aug-42	Sep-42	Oct-42	Nov-42	Dec-42	Jan-43	Feb-43	Mar-43	Apr-43	May-43	Jun-43	Jul-43	Aug-43	Sep-43	Oct-43	Nov-43	Dec-43	Jan-44	Feb-44	Mar-44	Apr-44	May-44	Jun-44	Jul-44	Aug-44	Sep-44	Oct-44	Nov-44	Dec-44	Jan-45	Feb-45	Mar-45	Apr-45	May-45	Jun-45	Jul-45	Aug-45	Sep-45	Oct-45	Nov-45	Dec-45	Jan-46	Feb-46	Mar-46	Apr-46	May-46	Jun-46	Jul-46	Aug-46	Sep-46	Oct-46	Nov-46	Dec-46	Jan-47	Feb-47	Mar-47	Apr-47	May-47	Jun-47	Jul-47	Aug-47	Sep-47	Oct-47	Nov-47	Dec-47	Jan-48	Feb-48	Mar-48	Apr-48	May-48	Jun-48	Jul-48	Aug-48	Sep-48	Oct-48	Nov-48	Dec-48	Jan-49	Feb-49	Mar-49	Apr-49	May-49	Jun-49	Jul-49	Aug-49	Sep-49	Oct-49	Nov-49	Dec-49	Jan-50	Feb-50	Mar-50	Apr-50	May-50	Jun-50	Jul-50	Aug-50	Sep-50	Oct-50	Nov-50	Dec-50	Jan-51	Feb-51	Mar-51	Apr-51	May-51	Jun-51	Jul-51	Aug-51	Sep-51	Oct-51	Nov-51	Dec-51	Jan-52	Feb-52	Mar-52	Apr-52	May-52	Jun-52	Jul-52	Aug-52	Sep-52	Oct-52	Nov-52	Dec-52	Jan-53	Feb-53	Mar-53	Apr-53	May-53	Jun-53	Jul-53	Aug-53	Sep-53	Oct-53	Nov-53	Dec-53	Jan-54	Feb-54	Mar-54	Apr-54	May-54	Jun-54	Jul-54	Aug-54	Sep-54	Oct-54	Nov-54	Dec-54	Jan-55	Feb-55	Mar-55	Apr-55	May-55	Jun-55	Jul-55	Aug-55	Sep-55	Oct-55	Nov-55	Dec-55	Jan-56	Feb-56	Mar-56	Apr-56	May-56	Jun-56	Jul-56	Aug-56	Sep-56	Oct-56	Nov-56	Dec-56	Jan-57	Feb-57	Mar-57	Apr-57	May-57	Jun-57	Jul-57	Aug-57	Sep-57	Oct-57	Nov-57	Dec-57	Jan-58	Feb-58	Mar-58	Apr-58	May-58	Jun-58	Jul-58	Aug-58	Sep-58	Oct-58	Nov-58	Dec-58	Jan-59	Feb-59	Mar-59	Apr-59	May-59	Jun-59	Jul-59	Aug-59	Sep-59	Oct-59	Nov-59	Dec-59	Jan-60	Feb-60	Mar-60	Apr-60	May-60	Jun-60	Jul-60	Aug-60	Sep-60	Oct-60	Nov-60	Dec-60	Jan-61	Feb-61	Mar-61	Apr-61	May-61	Jun-61	Jul-61	Aug-61	Sep-61	Oct-61	Nov-61	Dec-61	Jan-62	Feb-62	Mar-62	Apr-62	May-62	Jun-62	Jul-62	Aug-62	Sep-62	Oct-62	Nov-62	Dec-62	Jan-63	Feb-63	Mar-63	Apr-63	May-63	Jun-63	Jul-63	Aug-63	Sep-63	Oct-63	Nov-63	Dec-63	Jan-64	Feb-64	Mar-64	Apr-64	May-64	Jun-64	Jul-64	Aug-64	Sep-64	Oct-64	Nov-64	Dec-64	Jan-65	Feb-65	Mar-65	Apr-65	May-65	Jun-65	Jul-65	Aug-65	Sep-65	Oct-65	Nov-65	Dec-65	Jan-66	Feb-66	Mar-66	Apr-66	May-66	Jun-66	Jul-66	Aug-66	Sep-66	Oct-66	Nov-66	Dec-66	Jan-67	Feb-67	Mar-67	Apr-67	May-67	Jun-67	Jul-67	Aug-67	Sep-67	Oct-67	Nov-67	Dec-67	Jan-68	Feb-68	Mar-68	Apr-68	May-68	Jun-68	Jul-68	Aug-68	Sep-68	Oct-68	Nov-68	Dec-68	Jan-69	Feb-69	Mar-69	Apr-69	May-69	Jun-69	Jul-69	Aug-69	Sep-69	Oct-69	Nov-69	Dec-69	Jan-70	Feb-70	Mar-70	Apr-70	May-70	Jun-70	Jul-70	Aug-70	Sep-70	Oct-70	Nov-70	Dec-70	Jan-71	Feb-71	Mar-71	Apr-71	May-71	Jun-71	Jul-71	Aug-71	Sep-71	Oct-71	Nov-71	Dec-71	Jan-72	Feb-72	Mar-72	Apr-72	May-72	Jun-72	Jul-72	Aug-72	Sep-72	Oct-72	Nov-72	Dec-72	Jan-73	Feb-73	Mar-73	Apr-73	May-73	Jun-73	Jul-73	Aug-73	Sep-73	Oct-73	Nov-73	Dec-73	Jan-74	Feb-74	Mar-74	Apr-74	May-74	Jun-74	Jul-74	Aug-74	Sep-74	Oct-74	Nov-74	Dec-74	Jan-75	Feb-75	Mar-75	Apr-75	May-75	Jun-75	Jul-75	Aug-75	Sep-75	Oct-75	Nov-75	Dec-75	Jan-76	Feb-76	Mar-76	Apr-76	May-76	Jun-76	Jul-76	Aug-76	Sep-76	Oct-76	Nov-76	Dec-76	Jan-77	Feb-77	Mar-77	Apr-77	May-77	Jun-77	Jul-77	Aug-77	Sep-77	Oct-77	Nov-77	Dec-77	Jan-78	Feb-78	Mar-78	Apr-78	May-78	Jun-78	Jul-78	Aug-78	Sep-78	Oct-78	Nov-78	Dec-78	Jan-79	Feb-79	Mar-79	Apr-79	May-79	Jun-79	Jul-79	Aug-79	Sep-79	Oct-79	Nov-79	Dec-79	Jan-80	Feb-80	Mar-80	Apr-80	May-80	Jun-80	Jul-80	Aug-80	Sep-80	Oct-80	Nov-80	Dec-80	Jan-81	Feb-81	Mar-81	Apr-81	May-81	Jun-81	Jul-81	Aug-81	Sep-81	Oct-81	Nov-81	Dec-81	Jan-82	Feb-82	Mar-82	Apr-82	May-82	Jun-82	Jul-82	Aug-82	Sep-82	Oct-82	Nov-82	Dec-82	Jan-83	Feb-83	Mar-83	Apr-83	May-83	Jun-83	Jul-83	Aug-83	Sep-83	Oct-83	Nov-83	Dec-83	Jan-84	Feb-84	Mar-84	Apr-84	May-84	Jun-84	Jul-84	Aug-84	Sep-84	Oct-84	Nov-84	Dec-84	Jan-85	Feb-85	Mar-85	Apr-85	May-85	Jun-85	Jul-85	Aug-85	Sep-85	Oct-85	Nov-85	Dec-85	Jan-86	Feb-86	Mar-86	Apr-86	May-86	Jun-86	Jul-86	Aug-86	Sep-86	Oct-86	Nov-86	Dec-86	Jan-87	Feb-87	Mar-87	Apr-87	May-87	Jun-87	Jul-87	Aug-87	Sep-87	Oct-87	Nov-87	Dec-87	Jan-88	Feb-88	Mar-88	Apr-88	May-88	Jun-88	Jul-88	Aug-88	Sep-88	Oct-88	Nov-88	Dec-88	Jan-89	Feb-89	Mar-89	Apr-89	May-89	Jun-89	Jul-89	Aug-89	Sep-89	Oct-89	Nov-89	Dec-89	Jan-90	Feb-90	Mar-90	Apr-90	May-90	Jun-90	Jul-90	Aug-90	Sep-90	Oct-90	Nov-90	Dec-90	Jan-91	Feb-91	Mar-91	Apr-91	May-91	Jun-91	Jul-91	Aug-91	Sep-91	Oct-91	Nov-91	Dec-91	Jan-92	Feb-92	Mar-92	Apr-92	May-92	Jun-92	Jul-92	Aug-92	Sep-92	Oct-92	Nov-92	Dec-92	Jan-93	Feb-93	Mar-93	Apr-93	May-93	Jun-93	Jul-93	Aug-93	Sep-93	Oct-93	Nov-93	Dec-93	Jan-94	Feb-94	Mar-94	Apr-94	May-94	Jun-94	Jul-94	Aug-94	Sep-94	Oct-94	Nov-94	Dec-94	Jan-95	Feb-95	Mar-95	Apr-95	May-95	Jun-95	Jul-95	Aug-95	Sep-95	Oct-95	Nov-95	Dec-95	Jan-96	Feb-96	Mar-96	Apr-96	May-96	Jun-96	Jul-96	Aug-96	Sep-96	Oct-96	Nov-96	Dec-96	Jan-97	Feb-97	Mar-97	Apr-97	May-97	Jun-97	Jul-97	Aug-97	Sep-97	Oct-97	Nov-97	Dec-97	Jan-98	Feb-98	Mar-98	Apr-98	May-98	Jun-98	Jul-98	Aug-98	Sep-98	Oct-98	Nov-98	Dec-98	Jan-99	Feb-99	Mar-99	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Jan-00	Feb-00	Mar-00	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21
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OTHER CUSTOMIZED REPORTING

Below is a sample vehicle resale analysis that is used by the local Account Management team to ensure the quality control necessary to deliver a fleet program that runs at lowest overall cost. Enterprise offers the City the resources and professional approach of more than 800 remarketers whose sole responsibility is to dispose of our clients' vehicles in the same manner that they do for Enterprise's **own fleet**. Benchmarked against the industry average (Black Book), our remarketing professionals consistently outperform for our clients.



Let Your
Fleet Grow
Your Business.



Vehicle Sales Analysis - Detailed Breakdown

Vehicle Sales Performance

Sales Price vs *Black Book*

Vehicle	Count	Amount	Percentage	Recon
1 Ton Cargo Van	1	\$312	106%	\$0
1/2 Ton Cargo Van	7	\$263	105%	\$1,107
3/4 Ton Pickup	1	\$4,315	182%	\$850
Full Size Sedan	7	\$1,034	119%	\$532
Luxury Sedan	1	\$1,640	119%	\$300
Mid Size Sedan	3	\$1,435	119%	\$475
Totals and Averages	20	\$983	116%	\$702

Estimated Reconditioning Summary

Amount	# Units	% of Total	Amount Range	
\$0 - \$249	1	4.2%	Low	\$200.00
\$250 - \$499	4	16.7%	Average	\$823.95
\$500 - \$999	12	50.0%	High	\$2,400.00
\$1000 - \$1499	6	25.0%		
\$1500 +	1	4.1%		
Total Units	24	100.0%		

©2009 Enterprise Rent-A-Car Company
Confidential and Proprietary

OTHER CUSTOMIZED REPORTING

Below is a sample financial overview that is provided by the local Account Management team to ensure fiscal accountability to the City. Each aspect of the fleet operation that is managed by Enterprise is measured and benchmarked year over year in order to develop appropriate strategies and recommendations for the City. This level of expertise and consultation is critical in today's environment of shrinking budgets and rising expenses.

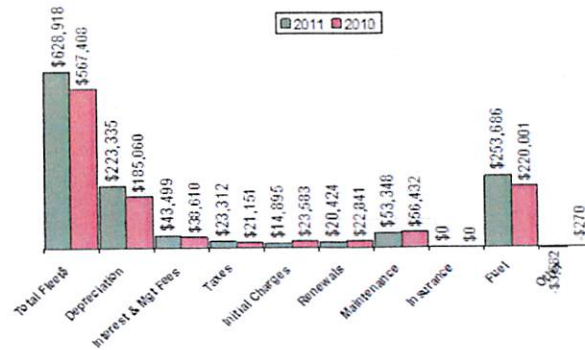


Let Your
Fleet Grow
Your Business.

Fleet Summary - Financial Performance Overview

2010 - 2011 Change

Variable Expenses				
Total Fleet \$	Fleet Size	Use Tax	Fuel \$	Maintenance \$
↑ 10.8%	↑ 3.0%	↑ 10.2%	↑ 15.3%	↓ 5.5%



Key Financial Summary

- Growth in overall spend largely due to increase in fuel spend.

Welcome to the New Enterprise Fleet Management Mobile App.

The popularity of mobile applications has continued to rise, as their usage has become increasingly prevalent across mobile phone users. And now we are bringing that functionality to you.

What this means to you is that we are helping to make your job even easier and more efficient with just a push of a button.

Mobile Application Features

The following functions are part of EFM's new mobile application and are available on the Android and iPhone platforms:

Fuel Locator: Find the closest and best priced fueling station with the WEX Best Price Fuel Locator. Results can be sorted by fuel type (such as Diesel, E85, CNG, etc.), distance from their current location, or price. The user can also click on the location to view a map or get turn by turn directions.

Maintenance Locator: Users can find the closest maintenance facility to their current location. A map or turn by turn directions are available to direct them to the location of their choice.

Accident Report: Users can record the details of an accident (including time and place, location, other parties involved, was the vehicle towed and if so to what body shop) and submit the report to Enterprise. The user can also take up to four photos of the damage/scene and submit those with the report.

Order Status: Displays the order status of that user's assigned new vehicle order.



Roadside Assistance: Access Enterprise Fleet Management road side assistance number with click to call functionality.

Reminders: Current and Past Due oil change reminders can be sent directly to the device. Users will have the ability to mark the oil change reminder as complete once the service has been done. A message can also be sent from the website to one or many users within the company and it will display here.

Mileage: Users can input mileage directly into the phone including the amount of personal mileage they have driven. This information is used by the Enterprise Account Team to make accurate recommendations to cut costs and improve efficiencies of the fleet.

Contact: This section lists each category of services we offer and the contact number and/or name based on the need/request (i.e. Fuel, General Account Services, Maintenance, etc.)

Contact your local account team today to learn more about Enterprise Fleet Management's Mobile Applications.



efleets.com

Enterprise will ensure that you get a complete review and analysis of your fleet and its impact on your business.

Strategically Manage Your Fleet

At Enterprise Fleet Management we have created an automated, efficient review process that allows your dedicated Account Manager to quickly run a year-over-year analysis of your fleet cost and operations. Together they will sit with you to review the analysis, make appropriate recommendations and create a plan to continually help your business better control and reduce its fleet operating costs.

Valuable Analysis Designed For You

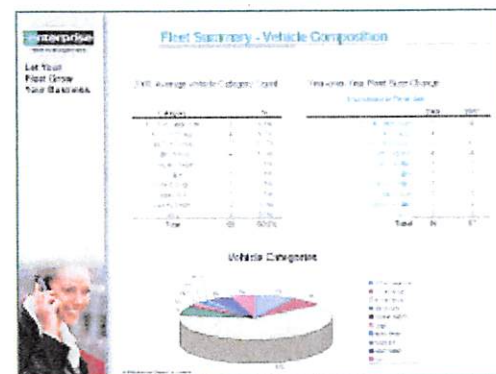
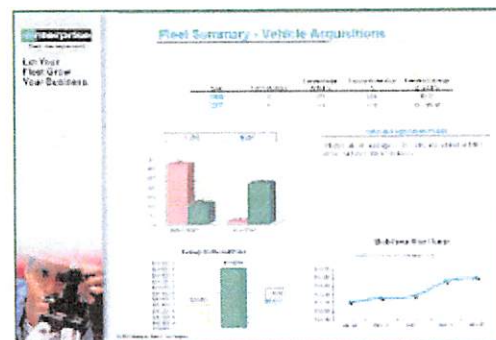
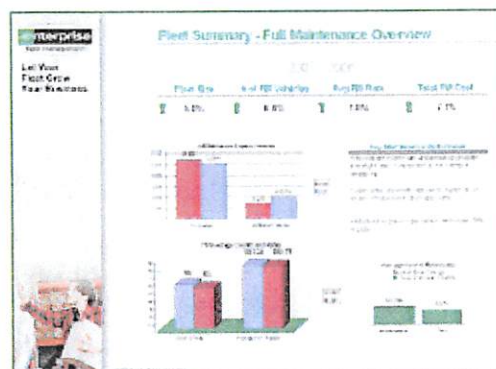
Insight to drive a lower cost of overall ownership. The tool is designed to be a strategic resource to help you and your Account Manager select the most appropriate vehicles and replacement cycle for your business needs.

Ensure your fleet is working to help improve your business's bottom line. The review will help aid in tweaking and enhancing fleet policies that will make your drivers and business more efficient and cost effective.

Comparative and best practice analysis. The review tool will give you insight to industry benchmarks, other comparative fleets and in many areas what we believe is a best practice benchmark to set as a goal.

Year-over-Year comparative analysis. Get customized dashboard views your fleet operating expenses with the ability to very quickly spot areas of opportunity and improvement.

Best practice recommendations. The annual client review is designed to be a strategic planning tool to help outline clear best practice recommendation to lower your overall fleet operating expenses and maximize the utilization and efficiency of the entire fleet.



Contact Enterprise Fleet Management today to learn how to better analyze your fleet.



enterprisefleet.com

SECTION 3 SCOPE OF SERVICES

3.1 Vehicle Leasing – Meet Requirement

- 3.1.1 Meet Requirement
- 3.1.2 Meet Requirement
- 3.1.3 Meet Requirement
- 3.1.4 Meet Requirement
- 3.1.5 Meet Requirement
- 3.1.6 Meet Requirement, Service charge of \$400 at lease termination
- 3.1.7 Meet Requirement
- 3.1.8 Meet Requirement
- 3.1.9 Meet Requirement
- 3.1.10 Meet Requirement
- 3.1.11 Meet Requirement
- 3.1.12 Meet Requirement
- 3.1.13 Meet Requirement
- 3.1.14 Meet Requirement
- 3.1.15 Meet Requirement
- 3.1.16 Meet Requirement
- 3.1.17 Meet Requirement
- 3.1.18 Meet Requirement
- 3.1.19 Meet Requirement
- 3.1.20 Meet Requirement
- 3.1.21 Meet Requirement, Please see “On-line Reporting and Data” and “Customized Monthly Reporting”

3.2 Fleet Vehicle Management – Meet Requirement

- A. Meet Requirement
- B. Meet Requirement
- C. Meet Requirement
- D. Meet Requirement
- E. Meet Requirement
- F. Meet Requirement
- 3.2.1 Preventative Maintenance (PM) - Meet Requirement
 - 3.2.1.1 Meet Requirement
 - 3.2.1.2 Meet Requirement

3.2.2 Maintenance and Repair - Meet Requirement

- 3.2.2.1 Meet Requirement
- 3.2.2.2 Meet Requirement
- 3.2.2.3 Meet Requirement
- 3.2.2.4 Meet Requirement
- 3.2.2.5 Meet Requirement
- 3.2.2.6 Meet Requirement
- 3.2.2.7 Meet Requirement
- 3.2.2.8 Meet Requirement
- 3.2.2.9 Meet Requirement
- 3.2.2.9.1 Meet Requirement
- 3.2.2.9.2 Meet Requirement
- 3.2.2.9.3 Meet Requirement

3.2.3 Customer Service – Meet Requirement

- 3.2.3.1 Meet Requirement
- 3.2.3.2 Meet Requirement
- 3.2.3.3 Meet Requirement

3.2.4 Project Organization and Management – Meet Requirement

- 3.2.4.1 Meet Requirement

3.3 Insurance and Accident Services – Meet Requirement

- 3.3.1 Meet Requirement
- 3.3.2 Meet Requirement, Please review Insurance section in the Master Lease Agreement

IMPLEMENTATION & CONTRACT MANAGEMENT

Please note that this is a proposed Work Plan / Timeline based on previous experience with other customers. Our strategies are designed to evolve specifically to the needs of each customer.

1. Request for Proposal

2. Selection (April 3, 2017)

3. Post-Award (week of April 10, 2017)

- Finalize contracts and paperwork
- Define lease structures and vehicle specifications
- Determine appropriate services needed
- Process and submit orders for vehicles and services

4. Implementation Meeting (2-3 months after orders placed)

- Introduction of Account Team
- Define vehicle logistics (delivery, locations, registration requirements, etc)
- Discuss supporting documents needed for internal implementation

5. Provide vehicle order status and delivery estimates (1-2 months after orders placed)

6. Prior to delivery of vehicle (1-2 months after orders placed)

- Coordinate registration of vehicle
- Arrange for installation of additional equipment (as needed)
- Coordinate delivery and/or pickup of vehicle

7. Post Delivery Meeting(s) (within same month of initial vehicle delivery)


- Delivery Feedback
- Review billing & online resources
- Driver / Contact training regarding products and services

8. Quarterly or Semi-Annual Fleet Review Meetings

- Review Fleet Activity (vehicle disposals, acquisitions, etc...)
- Evaluate vehicle mileage patterns, application, and utilization.
- Discuss progress and use of fleet programs
- Provide Annual Client review and order recommendations
- Assist in disposal or logistics of current vehicle (additional cost) where appropriate
- Below is a sample Annual Client Review, which illustrates the value that Enterprise brings to each customer

FLEET MANAGEMENT

QUALITY ASSURANCE

- The Enterprise Service Quality index (ESQi) is a standard we live by. Our customer service evaluation, which is conducted by Westgate Research (a third party company that conducts our telephone surveys daily), measures customer satisfaction from the branch level up through area, regional, group and national levels on a monthly basis. Our investment to measure renter satisfaction exceeds \$4,000,000 annually.
 - ESQi scoring illustrates 3-month, 6-month and 12-month rolling averages monthly so our field operations can monitor customer service trends very closely. Each individual market operations' scores are highlighted monthly on the Enterprise Income/Profit Statement, distributed to all of the Officers within the company.
 - All Enterprise employees are held to this ESQi standard. Promotions, pay raises and company recognition revolve around employee ESQi performance. In fact, employee promotion eligibility to any of the 12,000 plus managerial positions within our company requires candidates meet or exceed the corporate renter service index average.
 - Such top-of-mind awareness, focus and performance-based career recognition and advancement clearly define the spirit of our employees, our company and our brand of service. It is these characteristics that distinguish Enterprise from its peer competitors, and drives our company collectively to push the limits of exceeding Customer Service benchmarks year-to-year.
 - Our company culture empowers individual managers to run his or her business as their own and for even new employees to make critical service decisions that create long-term customer loyalty. The management above them has come from the same culture and helps in nurturing great customer service and that is why we adhere to hiring/promoting from within.
 - Enterprise's National Service Department tracks and manages all preventative and recommended services in order to provide the City and local Account Management team with monthly service reminders. What sets Enterprise apart from other companies in terms of quality assurance for our Maintenance program is the infrastructure that we have established to fix and repair the 1 million plus vehicles that we **own and operate** on a daily basis. We have the extensive experience and expertise that leads the industry.
 - Enterprise's Claims Management team works directly with the City in order to ensure timely repairs for physical damage claims as well as complete reporting in order to meet the City's internal reporting procedures. As with the Maintenance program, our established infrastructure to repair accident-related damages on our **own** fleet of vehicles allows Enterprise to maximize efficiency and control cost on the City's fleet.
- 



FLEET MANAGEMENT

PART 3: PRICE PROPOSAL

Exhibit A

Business Rental Short Term Preferred Rate Agreement

Between

Customer: _____
 Contact: _____
 Address: _____

Company: Enterprise Rent-A-Car
 Contact: Lisa Holmes
 Address: 150 N. Sunrise Ave.
Roseville, CA 95661

2017 EAN Services and State of California Contracted Rates:

<u>Car Class</u>	<u>Vehicle Description</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>
CCAR	Compact	\$33.00	\$132.00
ICAR	Mid-Size/Intermediate	\$33.00	\$132.00
FCAR	Full-Size	\$35.00	\$140.00
MVAR	Mini Van	\$56.00	\$224.00
IFAR	Four Wheel Drive/SUV	\$56.00	\$224.00
PPAR	Pick Up Truck	\$70.00	\$280.00
SCAH	Hybrid Electric Vehicle	\$42.00	\$168.00
ICAE	Plug-In Hybrid/Zero Emission Vehicle	\$42.00	\$168.00

Additional Rates:

<u>Car Class</u>	<u>Vehicle Description</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>
SCAR	Standard	\$35.00	\$140.00
PCAR	Premium	\$66.00	\$350.00
LCAR	Luxury	\$88.00	\$400.00
SFAR	Medium SUV	\$88.00	\$525.00
FFAR	Large SUV	\$115.00	\$690.00
PRAR	Premium SUV	\$125.00	\$750.00
SVAR	Mini Van (8 Passenger)	\$91.00	\$480.00
FVAR	Large Van	\$121.00	\$726.00
SKAR	Cargo Van**	\$80.00	\$400.00

Large Truck* Rates:

<u>Car Class</u>	<u>Vehicle Description</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>
SKAR	Cargo Van**	\$80.00	\$400.00
JKAR	Mini-Cargo Van	\$66.00	\$330.00
UKAR	High Top Cargo Van	\$90.00	\$450.00
OQAR	3/4 Ton Pickup Truck w/Tow	\$90.00	\$450.00
BCUT	15' Cutaway Box Van w/Ramp	\$70.00	\$350.00
DBOX	16' Box Truck	\$85.00	\$425.00
FBOX	24' Box	\$100.00	\$500.00
GBOX	26' Box Truck	\$100.00	\$500.00
DSTK	14' Stake Bed	\$85.00	\$425.00
FSTK	24' Stake Bed	\$100.00	\$500.00

*Available at Rent-A-Truck Locations

Business Rental Short Term Preferred Rate AgreementBetween

Customer: _____
Contact: _____
Address: _____

Company: Enterprise Rent-A-Car
Contact: Lisa Holmes
Address: 150 N. Sunrise Ave.
Roseville, CA 95661

Rental Rates: Vehicles and vehicle rental rates shall be pursuant to the State of California Standard Agreement, Number 5159905, effective March 1, 2016, through February 28, 2018. In the event of an extension of the Term, Rental Rates shall be pursuant to those in effect during the applicable extension period. Rates apply to all locations within the United States, local and airport locations included, excluding New York.

- **Rates Include:** Unlimited mileage, Collision Damage Waiver (CDW) and \$300,000 Supplemental Liability Protection (SLP).
- **Rates Do Not Include:** VLF, Rental Branch Specific Location Fees (Such as Airport/City/County Fees), fuel, additional rental options (such as GPS Units) and hourly charges. Models are subject to availability; a model of car may be requested but is not guaranteed.

Fuel Charges: Anytime a vehicle is returned with less fuel than it was rented with, the branch will charge Market Rate/Value for refueling.

Drop Charges: There will be no drop charges for any vehicles that are picked up and returned at an alternative Rental Branch location within the US with the exception of New York.

CDW for Business Rentals: For rentals to Customer's employees for business use, Rental Rates include full CDW (Collision Damage Waiver) with no deductible. CDW will cover any physical damage to the vehicle that may occur during a rental and is subject to the terms and limitations set forth in Enterprise's standard rental contract.

SLP for Business Rentals: For rentals to Customer's employees for business use, Rental Rates include SLP (Supplemental Liability Protection). SLP will cover up to \$300,000 in liability claims that may occur during a rental, as the result of an accident, and is subject to the terms and limitations set forth in Enterprise's standard rental contract.

Terms of Contract: This Customer is participating in the State of CA Business Contract with EAN Services. This contract will be in effect through February 28, 2018.

Payment Method: Each rental will be billed directly to #####.
Account Number

Reporting: A PDF file will be provided monthly to show activity of rentals on the Customer's Account Number (identified above).

Business Rental Short Term Preferred Rate Agreement

Between

Customer: _____
Contact: _____
Address: _____

Company: Enterprise Rent-A-Car
Contact: Lisa Holmes
Address: 150 N. Sunrise Ave.
Roseville, CA 95661

Contact Information: The main contact for this Customer's Account will be Lisa Holmes. Contacts for various inquiries are:

Remit to/Lock Box Address for Payments

Enterprise Rent-A-Car
PO Box 402383
Atlanta, GA 30384-2383

Reservation Questions

Julie Lindberg
Julie.A.Lindberg@ehi.com
916-787-4500

Billing Inquiry Contact Information:

ARInquiry@ehi.com
866-278-9894

Main Account Contact

Lisa Holmes
Lisa.M.Holmes@ehi.com
916-787-4500

Signature: _____
Name: _____
Title: _____
Date: Wednesday, March 15, 2017

Enterprise Rent-A-Car
Signature: Lisa Holmes
Name: Lisa Holmes
Title: State of California Account Manager
Date: Wednesday, March 15, 2017

Exhibit C: Vehicle Specifications - All specs below should be included for each vehicle

Vehicle Specifications

All specifications below shall be included for each vehicle

Automatic Transmission	Yes
Power Brakes	Yes
Color	White
Power Windows	Yes
Power Locks	Yes
AM/FM Radio	Yes
Bluetooth	Yes
Air Conditioning	Yes
Factory Standard Wheels and Tires	Yes
Factory Standard Spare Tire	Yes
Rear Window Defroster	Yes
Back-Up Camera	Yes
Auxiliary Plug in Play Capability	Yes

All specifications below shall be included on specifically noted vehicles

Towing Package	Trucks & Vans
Vinyl Seat	Trucks & Vans
Spray in Bedliner	Trucks
Cloth Seats	Sedans & Sports Utility

EXHIBIT D: PARTICIPATING LOCATIONS AND NETWORK

Please provide a listing of Participating Locations-

Bidder may attach the listing to this sheet.

Service Provider Network –

Bidder may attach the listing to this sheet.

Shop Name	Address	City	State	Postal	Area Code	Phone
AUTO CARE	231 CALLE PINTORESCO	SAN CLEMENTE	CA	92672	949	498-4024
BIG O TIRES #557	927 N EL CAMINO REAL	SAN CLEMENTE	CA	92672	949	492-5543
EZ SMOG CHECK	2231 S EL CAMINO REAL	SAN CLEMENTE	CA	92672	949	366-5428
PEP BOYS	1606 N EL CAMINO REAL	SAN CLEMENTE	CA	92672	949	492-8977
RAMONA TIRE (FIRESTONE	603 S EL CAMINO REAL	SAN CLEMENTE	CA	92672	949	373-7811
VALVOLINE INSTANT OIL CHANGE	34242 DOHENY PARK RD	DANA POINT	CA	92624	949	661-1023
VALVOLINE INSTANT OIL CHANGE	525 AVENIDA PICO	SAN CLEMENTE	CA	92672	949	940-1850

**Please note, shops can be added to our network at the customers request at no cost.*

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

SIGNATURE SHEET


City of Dana Point

RFP # VEHICLE FLEET MANAGEMENT SERVICES

I, the undersigned, do hereby acknowledge I have read all the requests listed herein and have submitted my proposal accordingly. I have submitted all documentation required.

Company Name: Enterprise Fleet Management

Principal Location of the Company: St. Louis, MO

Authorized Principal in Charge of Project: 

Type or print name as signed above: Zechariah Jenkins

Direct telephone: (714) 463-7610

Fax Number: (714) 917-3630

Cell Phone: (714) 448-6021

Email Address: Zechariah.R.Jenkins@efleets.com

Local Location if different from above: 1400 N. Kellogg Drive, Suite G
Anaheim, CA 92807

Authorized Person in Charge of Project at this Location: Richard Murrell

Signature: 

Type or print name as signed above: Richard R. Murrell

Direct telephone: (714) 463-7630

Fax Number: (714) 917-3630

Cell Phone: (909) 821-9947

Email: Richard.R.Murrell@efleets.com

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

PROPOSER CONFLICT OF INTEREST STATEMENT

STATE OF CALIFORNIA, CITY OF Orange
Before me, the undersigned authority, personally appeared Zechariah R. Jenkins, who was duly sworn
deposes and states:

1. I am the Senior Account Executive of Enterprise Fleet Management with a local office in Anaheim, CA and principal office in St. Louis, MO.
City & State City & State
2. The above named entity is submitting a Proposal for the City of Dana Point described as Request for Proposal Vehicle Fleet Management Services.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position with the City of Dana Point.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Dana Point.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Dana Point.

DATED this 15th day of MARCH, 2017

(Affiant)

Zechariah R. Jenkins, Sr. Account Executive

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____, 2012.


Personally Known _____ Or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

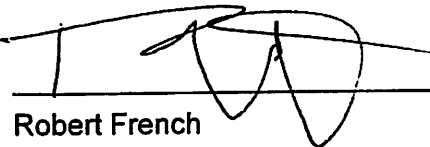
My commission expires: _____

SEE ATTACHED
STATEMENT. 

ACKNOWLEDGEMENT:

This Addendum No. 001 and all attachments shall become a part of the Request for Proposals (RFP), and all provisions of the RFP shall apply thereto.

Bidders shall acknowledge receipt of this Addendum No. 001 to the Pilot Program – Vehicle Fleet Management Services RFT by email to lkehiayan@danapoint.org. Bidder shall also insert Addendum No. 001 into the Request for Proposal, and shall attach the Addendum to the Bid Documents submitted with the bid.



Robert French

3-1-17

Date

Streets & Fleet Manager
City of Dana Point
Department of Public Works & Engineering Services

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF California

COUNTY OF Orange

Zechariah R. Jenkins being duly sworn, deposes and says that:

1. He/She is Senior Account Executive of Enterprise Fleet Management the proposer
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or any other proposal, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Dana Point, or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED [Signature]

TITLE Sr. Account Executive

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20__.

Notary Public, State of California My Commission Expires: _____

SEE ATTACHED STATEMENT.

[Signature]

*** END OF REQUEST FOR PROPOSAL ***



FLEET MANAGEMENT

PART 4: COPY OF PROPOSED LEASE AGREEMENT

Enterprise FM Trust, dba: Enterprise Fleet Management, Inc. will work with the City of Dana Point in contract negotiations to reach a mutually beneficial agreement. Please see attached Contract.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this first day of March, 2017, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Dana Point

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____
Title: _____

By: Richard Murrell
Title: Regional Manager

Address: 33282 Street of the Golden Lantern
Dana Point, CA 92629

Address: 1400 N. Kellogg Drive, Suite G
Anaheim, CA 92807

Date Signed: _____, _____

Date Signed _____, _____

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the first day of March, 2017, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Dana Point

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____
Title: _____

By: Richard Murrell
Title: Regional Manager

Date Signed: _____, _____

Date Signed: _____, _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the first day of March, 2017, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Dana Point (the "Company").

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.
4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.
5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.
6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet

Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.
8. **FEES:** EFM will charge the Company for the service under this Agreement \$8.00 per month per Card, plus a one time set-up fee of \$0.00.
9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Dana Point

EFM: Enterprise Fleet Management, Inc.

By: _____
Title: _____

By: Richard Murrell
Title: Regional Manager

Address: 33282 Street of the Golden Lantern
Dana Point, CA 92629

Address: 1400 N. Kellogg Drive, Suite G
Anaheim, CA 92807

Date Signed: _____, _____

Date Signed: _____, _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this first day of March, 2017, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Dana Point ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of the first day of March, 2017, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (l) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. **NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Dana Point

EFM: Enterprise Fleet Management, Inc.

By: _____
Title: _____

By: Richard Murrell
Title: Regional Manager

Address: 33282 Street of the Golden Lantern
Dana Point, CA 92629

Address: 1400 N. Kellogg Drive, Suite G
Anaheim, CA 92807

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____, _____

Date Signed _____, _____



FLEET MANAGEMENT

GOVERNMENT CREDIT APPLICATION – FLEET MANAGEMENT

This information is for the use of our Fleet Management Department only and is held in strict confidence. Please complete all applicable items.

Company Name				Years in Business	
Street Address		City		State	Zip
Phone # () -	Fax #	Government Entity Type:	State County City	<input type="checkbox"/> Other	
Type of Business			Duns Number		
Parent Company or Affiliates: (Name & Address)					
Fleet Manager					

GOVERNMENT ENTITY OFFICERS

Name	Title	Yrs./Position	Home Address	Business email address

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Accountant's Name	Address	Phone # () -
ENCLOSING WITH APPLICATION		
Financial Statements (with footnotes) <input type="checkbox"/> Audited <input type="checkbox"/> Opinioned <input type="checkbox"/> Internal		
Published Annual Reports <input type="checkbox"/> Yes <input type="checkbox"/> No		
Income Tax Returns (3 years) <input type="checkbox"/> Yes <input type="checkbox"/> No		
Other Items Included:		

Federal ID Number:
Fiscal Year Start (Month):
Company Name _____

BANKING INFORMATION	
Bank Name	Account #
Address	
Approximate Average Daily Balance	
Loan/Credit Line	Account #
Bank Contact	Phone # () -

PRINCIPAL SUPPLIERS					
Name	Phone #	Fax #	High Credit	Contact Name	Doing Bus. Since
1.	() -	() -			
2.	() -	() -			
3.	() -	() -			
4.	() -	() -			

CURRENT VEHICLE SUPPLIER					
<input type="checkbox"/> Purchasing		<input type="checkbox"/> Leasing		<input type="checkbox"/> Finance	
Leasing Supplier	Phone #	Fax #	Acct #	# of Vehicles	
1.	() -	() -			
2.	() -	() -			
Financing Source	Phone #	Fax #	Acct #	# of Vehicles	
1.	() -	() -			
2.	() -	() -			

INSURANCE				
Company	Agent	Policy #	Exp. Date	
Address	City	ST	Zip	
Phone #	Fax #			
() -	() -			

I authorize Enterprise Fleet Management to investigate and verify the preceding information in connection with the establishment, maintenance and collection of our account.

_____ Signature	_____ Title	_____ Date
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AUTHORIZED SIGNATURE CERTIFICATE

The undersigned hereby certifies (i) that he is the duly appointed _____ (Title) for (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bond Rating: _____ Rating Agency: _____

Federal ID #: _____