

**SUPPLEMENTAL AGREEMENT BETWEEN ENTERPRISE FLEET
MANAGEMENT, INC AND CITY OF SANTA ANA FOR VEHICLE LEASE AND
MAINTENANCE**

THIS SUPPLEMENTAL AGREEMENT is made and entered into on this 16th day of January 2024, by and between Enterprise Fleet Management, Inc., a Missouri corporation also known as “Servicer” in the Master Equity Lease Agreement (“Enterprise”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”). Enterprise and the City are referred to collectively as “The Parties.”

RECITALS

- A. The City of Santa Ana leases vehicles for personnel assigned to the Investigations Bureau at the Santa Ana Police Department (“SAPD”), and for personnel assigned to the Planning and Building Agency (“PBA”), to assist with code enforcement, building inspection and cannabis enforcement activities to protect public health, safety and welfare, enforcing city codes related to nuisance and land use violations.
- B. The City wishes to contract with Enterprise to facilitate the leasing and maintenance services of vehicles. The Santa Ana Police Department is the only department who will utilize the maintenance program.
- C. Santa Ana Ordinance No. NS-3041 authorizes the City to purchase against contracts awarded by any public agency employing a competitive bid process. Sourcewell, a cooperative government purchasing agency, awarded a contract to Enterprise Fleet Management, Inc. (Contract No. 030122-EFM) for procurement of fleet management services, open-end leases, maintenance management programs, etc., as a result of open, competitive bidding on behalf of its members, which includes government agencies.
- D. Utilizing Sourcewell’s contract enables the City to enter into these agreements with Enterprise and obtain the best pricing and allows SAPD and PBA to continue with the existing lease vehicles currently under contract.
- E. This pricing and services under this Agreement is in accordance with the contract between Enterprise Fleet Management and Sourcewell for Fleet Management Services Request for Proposal #030122-EFM effective until April 18, 2026.
- F. Enterprise has several Agreements it requires the City to execute for the lease and maintenance of vehicles. This Supplemental Agreement supplements the following Enterprise Agreements: Master Walkaway Lease Agreement (MWLA); Master Equity Lease Agreement (MELA), and Maintenance

Management and Fleet Rental Agreement, Indemnity Agreement for MWLA, Indemnity Agreement for MELA, and Addendum to Maintenance Management Agreement (collectively "Enterprise Agreements").

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. COMPENSATION

- a. The total amount to be expended for the lease and maintenance of vehicles from Enterprise for the Santa Ana Police Department and the Planning and Building Agency shall not exceed \$612,936, annually.
- b. All rent and other charges incurred in connection with the leased vehicles shall be consistent with paragraphs 3, 5 and 6 of the Master Equity Lease Agreement and Master Walkaway Lease Agreement entered into between the parties.
- c. All vehicle repair and service fees, billing and payments in connection with the leased vehicles shall be consistent with paragraphs 2 and 3 of the Maintenance Management Agreement and Fleet Rental Agreement entered into between the parties.

2. TERM

Sections 2 and 3 of the Enterprise Master Equity Lease Agreement and the Enterprise Master Walkaway Lease Agreement will govern the Term, Rent and Other Charges, however, the parties acknowledge, understand and agree, due to the not to exceed amount listed in paragraph 1(a) herein, the City is not obligated by this Supplemental Agreement or any of the Enterprise Agreements to extend the term of the lease or maintenance of any leased vehicles past April 18, 2026. Further, the City retains the option to grant up to one (1)-year renewal of such authority, exercisable by a writing by the City Manager and the City Attorney. Cancellation of maintenance will be in accordance with Section 6 of the Maintenance Management and Fleet Rental Agreement.

3. INSURANCE

The City's insurance requirements for the leased vehicles shall be consistent with paragraph 11 in the Master Equity Lease Agreement and Master Walkaway Lease Agreement.

4. EXECUTION OF AGREEMENTS WITH ENTERPRISE

With approval from the City Council, the City Manager shall execute the following seven (7) Agreements between Enterprise and the City:

- Mater Walkaway Lease Agreement (“MWLA”)
- Master Equity Lease Agreement (“MELA”)
- Maintenance Management and Fleet Rental Agreement
- Supplemental Agreement
- Indemnity Agreement for MWLA
- Indemnity Agreement for MELA
- Addendum to Maintenance Management Agreement

The parties shall comply with the terms and conditions set forth in all seven Agreements listed herein

5. PRIOR PENDING OR EXISTING LEASE AGREEMENTS

The parties agree the Enterprise Agreements referred to herein do not alter, change, modify, amend, revise, supplement or change the terms and conditions for any prior pending and/or existing agreements for vehicles leased by the City from Enterprise prior to the effective date of these Agreements, or January 16, 2024. The City is not obligated by any of the Enterprise Agreements to extend the term of the lease or maintenance of any vehicles past April 18, 2026. Notwithstanding anything to the contrary in This Section 5, City understands and agrees that termination of a lease will be in accordance with Section 3 of the Master Equity Lease Agreement and Master Walkaway Lease Agreement and cancellation of maintenance will be in accordance with Section 6 of the Maintenance Management and Fleet Rental Agreement.

6. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement.

7. INDEMNITY

The parties are entering into separate Indemnity Agreements, as identified in paragraph 4 herein which will govern the indemnity obligations between the parties.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA


Jennifer L. Hall
City Clerk

Thomas R. Hatch
Interim City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

**ENTERPRISE FLEET MANAGEMENT
INC.:**

By: 

Tamara Bogosian
Senior Assistant City Attorney

By:

RECOMMENDED FOR APPROVAL:

Robert Rodriguez
Acting Chief of Police

Minh Thai
Executive Director
Planning and Building