

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

June 9, 2022

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731

6:00 p.m.

- 1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**
Invocation – The Reverend Dr. George Mulford, Grace Bible Baptist Church

Pledge of Allegiance – Police Chief Erik Luce

- 2. ROLL CALL**

- 3. CONSENT AGENDA**
 - (a) Approval of Minutes** (city clerk)
 - **May 26, 2022 regular and**
 - **May 12, 2022 regular meetings**

 - (b) Resolution 2022-026 ATM City Hall – Ante Up Entertainment Inc.** (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE PLACEMENT OF AN ATM IN CITY HALL BY ANTE UP ENTERTAINMENT INC. AT NO COST TO THE CITY OF FRUITLAND PARK AND AT THE VENDOR’S SOLE RISK AND LIABILITY; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

- 4. REGULAR AGENDA**
 - (a) Resolution 2022-027 Parks and Recreation Fees** (city attorney/city manager/parks and recreation director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING A FEE SCHEDULE FOR USE OF CITY FACILITIES, SERVICES, SPONSORSHIPS AND EVENT ENTRY FEES, AND USER FEES; PROVIDING FOR REPEAL, AND PROVIDING FOR AN EFFECTIVE DATE.

(b) Resolution 2022-019 Open-End Equity Lease Expenditure 2022 Chevrolet Silverado 1500 – Enterprise Lease Management Trust
(city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF UP TO \$417.34 MONTHLY PER VEHICLE TO ENTERPRISE FOR LEASE OF A TOTAL OF FOUR 2022 CHEVROLET SILVERADO 1500 LTD WORK TRUCKS AS MORE PARTICULARLY DESCRIBED IN QUOTE NO. 6296031, OPEN-END (EQUITY) LEASE RATE QUOTE; APPROVING MASTER EQUITY LEASE AGREEMENT AND AMENDMENT TO MASTER EQUITY LEASE AGREEMENT BETWEEN ENTERPRISE FM TRUST AND THE CITY OF FRUITLAND PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the May 26, 2022 regular meeting.)

5. (a) City Manager - Economic Development Status Update

(b) City Attorney

- i. City of Fruitland Park v. State of Florida Department of Management Services**
- ii. Michael and Laurie Fewless v. City of Fruitland Park**
- iii. Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026**

6. UNFINISHED BUSINESS

7. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting.

Pursuant to Resolution 2013-023, public comments are limited to three minutes.

8. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

(b) Commissioner DeGrave

(c) Commissioner Bell

(d) Vice Mayor Gunter, Jr.

9. MAYOR'S COMMENTS

10. ADJOURNMENT

DATES TO REMEMBER

- June 10, 2022, Lake County League of Cities Lake County Property Appraiser, *Lake County Preliminary Tax Roll*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- June 10, 2022 *Little Rascals* Movie Night, Community Center, 205 West Berckman Street, Fruitland Park Florida 34731 at 6:00 p.m.;
- June 17, 2022, Comedy Night, Community Center, 205 West Berckman Street, Fruitland Park Florida 34731 at 8:00 p.m.;
- June 22, 2022, Lake~Sumter Metropolitan Planning Organization, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida 34748 at 2:00 p.m.
- June 23, 2022, City Commission regular meeting at 6:00 p.m.
- June 25, 2022, Soap Box Derby Race at 10:00 a.m.

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

Any person requiring a special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE

**CITY OF FRUITLAND PARK
CONSENT AGENDA ITEM SUMMARY SHEET
Item Number: 3a-b**

ITEM TITLE: Draft Minutes Resolution 2022-026

MEETING DATE: Thursday, June 9, 2022

DATE SUBMITTED: Thursday, May 19, 2022

SUBMITTED BY: City Attorney/City Manager/City Clerk

BRIEF NARRATIVE: Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s), and (3) Discuss each pulled item separately and vote.

- (a) **Approval of Minutes** (city clerk)
- **May 26, 2022 and**
 - **May 12, 2022 regular meetings**

- (b) **Resolution 2022-026 ATM City Hall** (city attorney/city manager)
- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE PLACEMENT OF AN ATM IN CITY HALL BY ANTE UP ENTERTAINMENT INC. AT NO COST TO THE CITY OF FRUITLAND PARK AND AT THE VENDOR'S SOLE RISK AND LIABILITY; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

FUNDS REQUIRED: None

ATTACHMENTS: Draft minutes and proposed resolution

RECOMMENDATION: Approval

ACTION: Approve the consent agenda

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
May 26, 2022**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, May 26, 2022 at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter, Commissioners Chris Bell, Patrick DeGrave and John Mobilian.

Also present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver, City Treasurer Jeannine Racine, Police Chief Erik Luce, Captain Henry Rains, Lieutenant Timothy “Tim” Ross, Senior Officer Jeremiah Ricketts, Officers Anthony Buehler, Natasha Wildeman-Stuart, and David Hoover, Robb Dicus, Public Works Director, and City Clerk Esther B. Coulson.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, Pastor Jim Keegan, New Life Church, gave the invocation and Chief Luce led in the pledge of allegiance to the flag.

ACTION: 6:01.33 p.m. No action was taken.

2. ROLL CALL

After Mayor Cheshire requested that Ms. Coulson call the roll, where a quorum was declared present; he announced the following changes to this evening’s agenda:

4.(c) Resolution 2022-022 SRO Program

To include addendum, School Resource Officer Program (Summer 2022) Agreement.

4.(d) Resolution 2022-023 FDOT Highway Maintenance

To delete the following title.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT RENEWAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT CONTRACT #ASB92, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRUITLAND PARK FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; EXTENDING THE AGREEMENT FOR A PERIOD OF THREE YEARS; ACCEPTING \$33,057.00 ANNUALLY AS PAYMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

and replace it with the following title

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT CONTRACT #ASS32, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRUITLAND PARK FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; REPEALING RESOLUTION 2022-009; PROVIDING FOR AN EFFECTIVE DATE.

5.(a)i Resolution 2022-019 Consignment Agreement

Should read *Resolution 2022-025* and include the addendum with the language change.

5.(a)ii Resolution 2022-025 Open-End Equity Lease

Supplemental Agenda Item is incorporated in the agenda together with addendum, Sourcewell Contract.

ACTION 6:01:59 p.m. Upon Mayor Cheshire's recommendation, and **by unanimous consent, the city commission accepted the above-captioned changes to this evening's agenda.**

3. SPECIAL PRESENTATION

(a) Police Department Special Recognitions

Chief Luce gave a background overview of accomplishments on the following police department officers:

- “*Lake County Florida's Law Enforcement Officer of the Year – Above Self Award*” to Officer David Hoover selected by the Rotary Club of Leesburg.
- *2021 Fruitland Park Police Officer of the Year Award* to Senior Officer Jeremiah Ricketts, and
- Promotion of Henry Rains from lieutenant to captain.

ACTION:: 6:02:56 p.m. The officers expressed their heartfelt gratitude to the city commission and staff.

(b) Hawthorn's at Fruitland Park Presentation

Mr. Jimmy Gooding, attorney, who gave his background, recognized the presence of Messrs. Jose Kreutz, Luxury Leased Homes, Clint Knox and Robert Hamilton from Sparrow Partners/WELLTOWER, at this evening's meeting who gave a power-point presentation on the redevelopment of the former Burke's Bar-BQ and Central Florida Nursery located at 305 CR 466A.

ACTION:: 6:20:06 p.m. No action was taken.

4. CONSENT AGENDA

The city commission considered its action to approve the following consent agenda items with the changes cited by Mayor Cheshire earlier at this evening's meeting:

(a) **Approval of Minutes
April 28, 2022 regular**

(b) **Resolution 2022-021 Stormwater Grant Program Agreement Amendment –
Mirror Lake Nutrient Separation Baffle Box - LCWA**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AMENDMENT TO AGREEMENT BETWEEN THE LAKE COUNTY WATER AUTHORITY AND CITY OF FRUITLAND PARK THAT AWARDED THE CITY A STORMWATER GRANT IN THE AMOUNT OF \$400,000.00; EXTENDING THE TERM OF AGREEMENT FROM 24 MONTHS TO 30 MONTHS AND REDUCING THE AMOUNT OF THE GRANT TO \$300,000.00 CONSISTENT WITH THE CITY'S COST FOR ENGINEERING AND CONSTRUCTION OF THE MIRROR LAKE NUTRIENT SEPARATION BAFFLE BOX; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO AGREEMENT; DIRECTING THE CITY MANAGER TO MEET ALL ADMINISTRATIVE REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE.

(c) **Resolution 2022-022 Fruitland Park Elementary School – Lake County School Board Agreement**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA FOR SCHOOL RESOURCE OFFICER PROGRAM [2022-2023]; PROVIDING FOR AN EFFECTIVE DATE. (Approving the School Resource Officer Program (Summer 2022) Agreement.)

(d) **Resolution 2022-023 Highway Maintenance Notice to Proceed MOA Contract Renewal ASB92 – FDOT**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT CONTRACT #ASS32, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRUITLAND PARK FOR THE MAINTENANCE OF STATE

ROAD RIGHTS-OF-WAY BY THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; REPEALING RESOLUTION 2022-009; PROVIDING FOR AN EFFECTIVE DATE. (The new title.)

(e) **Resolution 2022-024 LC CDBG Grant Program – Spring Lake Road Water Line Enhancement Project**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR THE SPRING LAKE ROAD WATER LINE ENHANCEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:54:18 p.m. **On motion of Commissioner Mobilian, seconded by Commissioner Bell and unanimously carried, the city commission approved the above-captioned consent agenda with the changes as previously cited.**

5. REGULAR AGENDA

(a) i. **Resolution 2022-025 Master Equity Lease Agreement – Enterprise Lease Management**

Ms. Geraci-Carver read into the record Resolution 2022-025, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONSIGNMENT AGREEMENT BETWEEN ENTERPRISE FLEET MANAGEMENT, INC. AND CITY OF FRUITLAND PARK, FLORIDA FOR ENTERPRISE TO SELL CITY VEHICLES AT WHOLESALE AS REQUESTED BY THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the April 28, 2022 regular meeting.)

With reference to the consignment agreement, Ms. Geraci-Caver acknowledged the resolution of the indemnity language addressed at the April 28, 2022 regular meeting, to Enterprises' satisfaction which would provide the mechanism to dispose city vehicles.

In response to a question posed by Mayor Cheshire, Ms. Yvonne A. Spica, Enterprise Fleet Management Inc., explained that the service fee under Section 4, Terms and Conditions of Enterprise Fleet Management Consignment Agreement will be \$3.95.

ACTION: 6:54:54 p.m. A motion was made by Commissioner Mobilian and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2022-025 as previously cited approving the Consignment Agreement.

Following further discussion, Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

ii. Resolution 2022-019 2022 Chevrolet Silverado 1500 – Open-End Equity Lease – Enterprise Lease Management Trust

The city commission considered its action to adopt Resolution 2022-019, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF \$35,649.20 TO ENTERPRISE FOR LEASE OF 2022 CHEVROLET SILVERADO 1500 LTD WORK TRUCK AS MORE PARTICULARLY DESCRIBED IN QUOTE NO. 6296031, OPEN-END (EQUITY) LEASE RATE QUOTE; APPROVING MASTER EQUITY LEASE AGREEMENT AND AMENDMENT TO MASTER EQUITY LEASE AGREEMENT BETWEEN ENTERPRISE FM TRUST AND THE CITY OF FRUITLAND PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the April 28, 2022 regular meeting.)

As a result of the quote for one vehicle for one price, Ms. Geraci-Carver relayed previous discussions held with Enterprise to execute the respective documents reflecting same to indicate four vehicles; conveyed Mr. Dicus' confirmation for same, and recommended that the city commission consider the following Resolution 2022-019, the title of which she read into the record:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF \$35,649.20 PER VEHICLE TO ENTERPRISE FOR A LEASE OF FOUR 2022 CHEVROLET SILVERADO 1500 LTD WORK TRUCKS AS MORE PARTICULARLY DESCRIBED IN QUOTE NO. 6296031, OPEN-END (EQUITY) LEASE RATE QUOTE; APPROVING MASTER EQUITY LEASE AGREEMENT AND AMENDMENT TO MASTER EQUITY LEASE AGREEMENT BETWEEN

ENTERPRISE FM TRUST AND THE CITY OF FRUITLAND PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

After further discussion, Ms. Geraci-Carver concurred with Mr. Dicus' clarification that the open-end (equity) lease rate quote ought to reflect what the city would pay and agreed with Mr. La Venia's suggestion that the lease value ought to be amended at the next meeting.

ACTION: 6:59:57 p.m. After discussion and on motion of Commissioner DeGrave, seconded by Commissioner Mobilian and unanimously carried, the city commission postponed its action to adopt Resolution 2022-019 with the reflected payment in Enterprise Fleet Management's quote to the June 9, 2022 regular meeting.

(b) Workshops

- CRA Redevelopment Plan

Later in the meeting, Mr. Michael "Mike" Rankin, LPG Urban & Regional Planners Inc. (consultant retained by the city), suggested holding two workshops at the city's community center and recommended the first workshop to be on the collaboration of information and the second on the generation of information with direction from the commission. He agreed with Mayor Cheshire's suggestion to work with the city manager and report back to the commission with future dates.

ACTION: 7:08:55 p.m. No action was taken.

- August 8 and 9, 2022 - FY 2022-23 Proposed Budget

Mayor Cheshire reviewed the Fiscal Year 2022-23 proposed budget calendar; a copy of which is filed with the supplemental papers to the minutes of this meeting.

ACTION: 7:03:40 p.m. After further discussion and by unanimous consent, the city commission approved the workshop dates of August 8 and 9, 2022 on the proposed Fiscal Year Proposed Budget.

(c) March 2022 Financial Report

Ms. Racine reviewed the March 2022 financial report.

Mr. La Venia suggested the review of purchasing and installing above-ground ConVault storage fuel tanks for emergencies separate from the construction of the proposed public works building.

ACTION: 7:09:57 p.m. After considerable discussion and **on motion of Commissioner DeGrave, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the March 2022 financial report as submitted.**

s6. (a) City Manager - Economic Development Status Update

i. Economic Development Status Update

Mr. La Venia reported on the approval received for the additional State Revolving Fund program funds for the Urick Street Force Main Extension on May 25, 2022 (Florida Department of Environmental Protection's FY 2022 Clean Water State Revolving Fund Priority List Adoption Meeting); he addressed the plans for the preconstruction meeting for the Mirror Lake Nutrient Separation Baffle Box with the six-month extension, and gave a status of the metal building waste water treatment plant bid specifications that are underway.

ACTION: 7:19:53 p.m. No action was taken.

ii. FCCMA Conference

Later in the meeting, Mr. La Venia announced that he will be attending the Florida City and County Management Association Conference in Orlando from June 1 to 3, 2022.

ACTION: 7:29:45 p.m. No action was taken.

(b) City Attorney

i. City of Fruitland Park v. State of Florida Department of Management Services

With respect to the State of Florida Department of Management Services (DMS) case, Ms. Geraci-Carver conveyed information received from Preferred Governmental Claim Solutions Claim Services (insurance company retained by the city) who is seeking clarification as they disagree with the amount owed of \$640,089.89 (which includes the delinquency) to the Florida Retirement System.

ACTION: 7:22:37 p.m. No action was taken.

ii. Michael and Laurie Fewless v. City of Fruitland Park

Regarding the Michael and Laurie Fewless case, Ms. Geraci-Carver advised that mediation has been scheduled at the Lake County Court on July 18, 2022 at 10:00 a.m. and addressed the need for the DMS case under item 6.(b)i. to be resolved.

ACTION: 7:24:23 p.m. No action was taken.

iii. Norman C. Cummins v. Stephen P. Angelillo and the City of Fruitland Park, Lake County Case No. 2020-CA-1026.

Relating to the Norman C. Cummins v. Stephen P. Angelillo case, Ms. Geraci-Carver referred to the Notice of Lis Pendens Summons served on May 23, 2022 from US Bank National Association and Robert Moore et. al, City of Fruitland Park, and unknown tenants regarding the property at 412 Sunny Court and pointed out the February 18, 2021 Order of Enforcement Lien on said property; copies of which are filed with the supplemental papers to the minutes of this meeting.

Ms. Geraci-Carver explained that said summons was forwarded on to the insurance company who would proceed on filing an answer on behalf of the city.

ACTION: 7:24:22 p.m. No action was taken.

7. UNFINISHED BUSINESS – Municode Codification Status Update

Earlier in the meeting, and at Commissioner DeGrave’s request, Ms. Coulson explained that she was informed by Mr. Rankin, earlier this day, that the final copy of the land development code adopted at the January 27, 2022 meeting is still being worked on before it is submitted to Municode for codification and that she is still waiting to receive follow-up from Ms. Geraci-Carver regarding the city’s code.

ACTION: 7:03:02 p.m. Upon Commissioner DeGrave’s suggestion and **by unanimous consent, the city commission agreed for a report on Municode Codification be placed on the June 23, 2022 regular agenda.**

8. PUBLIC COMMENTS

There was no one from the public at this time.

ACTION: 7:25:00 p.m. No action was taken.

9. COMMISSIONERS’ COMMENTS

(a) Commissioner Mobilian

Commissioner Mobilian stated he had nothing to report at this time.

ACTION: 7:25:20 p.m. No action was taken.

(b) Commissioner DeGrave

Commissioner DeGrave stated he had nothing to report at this time.

ACTION: 7:25:22 p.m. No action was taken.

(c) **Commissioner Bell – Mommy and Son Mess Event**

After Commissioner Bell shared the recent favorable reviews of the May 21, 2022 *Mommy and Son Mess*, Mr. La Venia announced the future events that are scheduled.

ACTION: 7:25:24 p.m. No action was taken.

(d) **Vice Mayor Gunter, Jr.**

Vice Mayor Gunter stated that he will not be in attendance at the next meeting.

ACTION: 7:28:21 p.m. No action was taken.

10. MAYOR’S COMENTS

Dates to Remember

Mayor Cheshire referred to the following events:

- May 30, 2022, Memorial Day - City Hall Closed
- May 30, 2022, American Legion Post John Gella Memorial Unit 219 *Memorial Day Services* – Shiloh Cemetery, Shiloh Street, Fruitland Park, Florida, 34731 at 10:00 am
- June 3, 2022, Cornhole Tournament Gardenia Park, West Berckman Street, Fruitland Park Florida 34731 at 7:00 p.m.;
- June 9, 2022, City Commission regular meeting at 6:00 p.m.
- June 10, 2022, Lake County League of Cities Lake County Property Appraiser, *Lake County Preliminary Tax Roll*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- June 10, 2022 Movie Night, Community Center, 205 West Berckman Street, Fruitland Park Florida 34731 at 6:00 p.m.;
- June 17, 2022, Comedy Night, Community Center, 205 West Berckman Street, Fruitland Park Florida 34731 at 8:00 p.m.;
- June 22, 2022, Lake~Sumter Metropolitan Planning Organization, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida 34748 at 2:00 p.m.
- June 23, 2022, City Commission regular meeting at 6:00 p.m.
- June 25, 2022, Soap Box Derby Race at 10:00 a.m.

ACTION 7:28:46 p.m. No action was taken.

11. ADJOURNMENT

The meeting adjourned at 7:31 p.m.

The minutes were approved at the June 9, 2022 regular meeting.

Signed
Esther B. Coulson, City Clerk, MMC

Signed
Chris Cheshire, Mayor

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
May 12, 2022**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, May 12, 2022 at 6:00 p.m.

Members Present: Vice Mayor John L. Gunter, Commissioners Patrick DeGrave and John Mobilian.

Members Absent: Mayor Chris Cheshire and Commissioner Chris Bell

Also present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver, City Treasurer Jeannine Racine, Police Chief Erik Luce, Robb Dicus, Public Works Director, Michelle Yoder, Parks and Recreation Director, Lieutenant Christopher Albert and Firefighter Jade Lindlau, Lake County Public Safety Department, Fire Rescue; Deputy City Clerk Candice Dennis, and City Clerk Esther B. Coulson.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

After Vice Mayor Gunter called the meeting to order, Commander Larry Miller, John Gella, Memorial Unit 219, American Legion, gave the invocation and Chief Luce led in the pledge of allegiance to the flag.

ACTION: 6:01.33 p.m. No action was taken.

2. ROLL CALL

After Vice Mayor Gunter requested that Ms. Coulson call the roll, where a quorum was declared present; he announced the absence of Mayor Cheshire and Commissioner Bell who will not be in attendance at this evening's meeting.

Vice Mayor Gunter announced the changes, Supplemental Agenda Items 5.(f), Ordinance 2022-010 and 5(g), Ordinance 2022-012 to this evening's agenda:

ACTION 6:03:18 p.m. Upon Vice Mayor Gunter's recommendation, and **by unanimous consent, the city commission excused the absences of Mayor Chris Cheshire and Commissioner Chris Bell from this evening's meeting and accepted the above-captioned changes on this evening's agenda.**

3. RECESS TO THE COMMUNITY REDEVELOPMENT AGENCY MEETING

ACTION: 6:04:33 45 p.m. **By unanimous consent, the city commission recessed its meeting to the 6:15 p.m. Community Redevelopment Agency meeting and reconvened at 6:11 p.m.**

4. CONSENT AGENDA

Resolution 2022-020 Urick Street Force Main Extension Project Contract – Cathcart Construction Company

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA APPROVING THE COMPETITIVE BID FROM CATHCART CONSTRUCTION COMPANY FLORIDA LLC, OVIEDO IN THE AMOUNT OF \$2,608,685.00; APPROVING EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE FOR CONSTRUCTION OF URICK STREET FORCE MAIN; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:11:38 p.m. **A–motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave, that the city commission approve the consent agenda as previously cited.**

Vice Mayor Gunter called for a roll call vote on the motion and declared it carried unanimously.

5. REGULAR AGENDA

(a) Northwest Lake Community Park Bids

The city commission considered its action to approve the Northwest Lake Community Park bids.

Mr. La Vena outlined Lake County’s contract #22-908B for pre-cast structures for Northwest Lake Community Park and addressed the city’s ability to piggyback on same. He relayed the CRA’s recommendation of approval for \$35,000; pointed out Lake County’s grant funds of \$150,000 and staff’s recommendation for a total expenditure of \$185,000.

ACTION: 6:13:16 p.m. and 6:15:12 p.m. **After discussion, a motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city commission approve the CRA’s recommendation to award Lake County’s contract #22-908B to Leesburg Concrete as the most responsive and responsible bidder in the amount of \$164,871.**

Vice Mayor Gunter called for a roll call vote on the motion and declared it carried unanimously.

A motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian, that the city commission approve the total expenditure of \$185,000 which includes \$35,000 from the CRA and \$150,000 in grant money towards the allocation of the Northwest Lake Community Park construction and placement of pre-cast concrete bathroom facilities.

Vice Mayor Gunter called for a roll call vote on the motion and declared it carried unanimously.

- (b) **Resolution 2022-018 Northwest Lake Community Park – Restroom**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA APPROVING EXPENDITURE OF \$164,871.00 TO LEESBURG CONCRETE COMPANY, INC. FOR PRE-CAST, PREFABRICATED RESTROOMS FOR NORTHWEST LAKE COMMUNITY PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:16:24 p.m. Upon the city attorney’s suggestion, and by unanimous consent, the Vice Mayor moved the agenda.

By unanimous consent, Vice Mayor Gunter opened the public hearings at this evening’s meeting.

PUBLIC HEARING

- (c) **Second Reading and Public Hearing – Ordinance 2022-013 Water and Wastewater Impact Fee**
It now being the time advertised to hold a public hearing to consider the enactment of Ordinance 2022-013, after Ms. Geraci-Carver read into the record the following title, Vice Mayor Gunter called for interested parties to be heard.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 37 OF THE CODE OF ORDINANCES OF THE CITY OF FRUITLAND PARK TO ADOPT NEW IMPACT FEE STUDIES FOR WATER AND WASTEWATER AND TO ADOPT NEW IMPACT FEE RATES FOR WATER AND WASTEWATER; INCLUDING PROVISIONS FOR CHANGES IN SIZE AND USE, ALTERNATIVE CALCULATIONS, APPEALS, PENALTIES AND LIENS, AND DISPOSITION OF FUNDS NOT EXPENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 28, 2022.)

ACTION: 6:17:08 p.m. After discussion, a motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission enact Ordinance 2022-013 to become effective immediately as provided by law.

There being no one from the public and **by unanimous consent, Vice Mayor Gunter closed the public hearing.**

Vice Mayor Gunter called for a roll call vote on the motion and declared it carried unanimously.

(d) Second Reading and Public Hearing First Reading – Ordinance 2022-011 Boundary Amendment (Annexation) – North of Myrtle Avenue and West of CR 468 – Petitioner: Crystal Lake Land Holdings LLC

It now being the time advertised to hold a public hearing to consider enactment of Ordinance 2022-011, after Mr. Geraci-Carver read into the record the following title, Vice Mayor Gunter called for interested parties to be heard.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK, FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 24.83 +/- ACRES OF LAND GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND WEST OF CR 468; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 28, 2022.)

Mr. Michael "Mike" Ranking, LPG Urban and Regional Planners Inc., consultants retained by the city, gave a background of Quasi-Judicial Items 5.(e) and 5.(f) to be considered later on this evening's agenda.

ACTION: 6:21:56 p.m. A motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission enact Ordinance 2022-011, as previously cited, to become effective immediately as provided by law.

Pastor. Chuck Padgett, Unincorporated Area of Fruitland Park, referred to his May 11, 2022 email to the city commission regarding Crystal Lake Breeze, relayed his communication with Lake County that they will not construct sidewalks or erect street lights on Urick Street and Myrtle Lake Avenue as it is in the jurisdiction of the city, and requested that the developer be responsible for same. He pointed out the traffic study revealing the only ingress and egress at Myrtle Lake Avenue and

requested widening the roadway. (A copy of the email is filed with the supplemental papers to the minutes of this meeting.)

There being no further comments from the public and **by unanimous consent, Vice Mayor Gunter closed the public hearing.**

Mr. La Venia referred to the recent response to his letter and subsequent conversations with the county regarding sidewalks on Urick Street and a light at the intersection at said street and CR 468; relayed the county's plans for said location, and pointed out his response to Pastor Padgett's email.

After discussion, **Vice Mayor Gunter called for a roll call vote on the motion and declared it carried unanimously.**

QUASI-JUDICIAL PUBLIC HEARING

(e) **Second Reading and Quasi-Judicial Public Hearing – Ordinance 2022-010 Rezoning -PUD North of Myrtle Lake Avenue and East of Myrtle Lake View Drive – Petitioner: Crystal Lake Land Holdings LLC**

It now being the time advertised to hold a public hearing to consider enactment of Ordinance 2022-010, after Mr. Geraci-Carver read into the record the following title, Vice Mayor Gunter called for interested parties to be heard.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA REZONING 24.83 +/- ACRES OF PROPERTY FROM LAKE COUNTY R-3 TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND EAST OF MYRTLE LAKE VIEW DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENOR'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 28, 2022.)

ACTION: 6:36:43 p.m. **A motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission enact Ordinance 2022-010 as previously cited to become effective immediately as provided by law.**

There being no one from the public and **by unanimous consent, Vice Mayor Gunter closed the public hearing.**

Vice Mayor Gunter called for a roll call vote on the motion and declared it carried unanimously.

SUPPLEMENTAL AGENDA

- (f) **Second Reading and Quasi-Judicial Hearing – Ordinance 2022-009 SSCPA – North of Myrtle Lake Avenue and East of Myrtle Lake View Drive – Petitioner: Crystal Lake Land Holdings LLC**

It now being the time advertised to hold a public hearing to consider enactment of Ordinance 2022-009, after Mr. Geraci-Carver read into the record the following title, Vice Mayor Gunter called for interested parties to be heard.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE DESIGNATION FROM LAKE COUNTY URBAN MEDIUM RESIDENTIAL TO CITY SINGLE FAMILY MEDIUM DENSITY OF 24.83+ / - ACRES OF PROPERTY GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND EAST OF MYRTLE LAKE VIEW DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 28, 2022.)

ACTION: 6:39:46 p.m. After discussion a motion was made by Commissioner Mobilian and, seconded by Commissioner DeGrave that the city commission enacted Ordinance 2022-009, as previously cited, to become effective thirty-one (31) days after adoption by the city commission. (If this ordinance is challenged within thirty (30) days after its adoption, it may not become effective until the state land planning agency or administrative commission, respectively, issues a final order determining that this ordinance is in compliance. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.)

There being no one from the public and by unanimous consent, Vice Mayor Gunter closed the public hearing.

Vice Mayor Gunter called for a roll call vote on the motion and declared it carried unanimously.

(g) **Second Reading and Quasi-Judicial Hearing – Ordinance 2022-012 First Amended and Restated Master Development Agreement – Lak Ella and South to Spring Lake Road – Petitioner: Lake Saunders Groves LLP**

It now being the time advertised to hold a public hearing to consider enactment of Ordinance 2022-012, after Mr. Geraci-Carver read into the record the following title, Vice Mayor Gunter called for interested parties to be heard.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA AMENDING ORDINANCE 2006-013 TO ADOPT A FIRST AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT CONSISTING OF APPROXIMATELY 135.7 +/- ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AMENDING THE CONCEPTUAL SITE PLAN; DECREASING THE DENSITY AND NUMBER OF RESIDENTIAL UNITS; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENOR'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 28, 2022.)

After Mr. Rankin gave a background of the proposed project, Mr. Jimmy Crawford, attorney on behalf of the owner, reiterated the reduction in the number of units; gave reasons why he recommended the city commission's support of approval, and addressed the future sub-street connection improvements. Reference was made to the master development agreement's expiration date extended on August 9, 2018, to be:

- implemented on or before August 23, 2024;
- the project construction to start on or before August 23, 2026, and
- the original expiration date of August 30, 2016

ACTION: 6:44:39 p.m. **A motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission enact Ordinance 2022-012, as previously cited, to become effective immediately as provided by law.**

There being no one from the public and **by unanimous consent, Vice Mayor Gunter closed the public hearing.**

Vice Mayor Gunter called for a roll call vote on the motion and declared it carried unanimously.

END OF QUASI-JUDICIAL PUBLIC HEARING

6. (a) City Manager - Economic Development Status Update

i. Economic Development Status Update

Mr. La Venia anticipated the Hawthorne representatives to be making a presentation at the May 26, 2022 regular meeting and anticipated the number of future developments planned in the city.

ACTION: 6:54:15 p.m. No action was taken.

ii. ATM Proposal – City Hall

Mr. La Venia recognized the ATM machine located at the library operated at no cost to the city and requested permission to install same in city hall to which Ms. Geraci-Carver had no objections.

ACTION: 6:59:04 p.m. **By consensus of the city commission, the city commission authorized the city manager to proceed with the installation of an automated teller machine inside at city hall.**

iii. City Hall Entrance Status Report Update

Mr. La Venia gave a status update report on the city hall entrance and indicated that as a result of documentation he previously submitted to the insurance company, he anticipated receiving a contract in order to proceed work in that regard.

ACTION: 6:59:47 p.m. No action was taken.

iv. Stormwater Grant Program Agreement Amendment – Mirror Lake Nutrient Separation Baffle Box - LCWA

Mr. La Venia anticipated the county's extension of the stormwater grant by six months and addressed the plan to place the Mirror Lake Nutrient Separation Baffle Box amendment to the agreement previously for \$400,000 to \$300,000 for consideration on a future agenda.

ACTION: 7:00:11 p.m. No action was taken.

v. FY 2022-23 Proposed Budget Workshop Discussion

Mr. La Venia recognized the forthcoming dates to hold a workshop on the FY 2022-23 proposed budget.

ACTION: 7:00:47 p.m. **By unanimous consent, the city commission accepted the city manager's recommendation to hold the FY 2022-23 Proposed Budget Workshop on August 8 and 9, 2022.**

(b) City Attorney

i. City of Fruitland Park v. State of Florida Department of Management Services

With respect to the State of Florida Department of Management Services case, Ms. Geraci-Carver stated there was no updates to report.

ACTION: 7:02:21 p.m. No action was taken.

ii. Michael and Laurie Fewless v. City of Fruitland Park

Regarding the Michael and Laurie Fewless case, Ms. Geraci-Carver advised that the mediation has been scheduled at the Lake County Court on July 18, 2022 at 10:00 a.m. and indicated that she, Messrs. La Venia and Glenn E. Thomas, Lewis Longman Walker PA, attorney retained by the city, will be participating.

ACTION: 7:02:21 p.m. No action was taken.

iii. Norman C. Cummins v. Stephen P. Angelillo and the City of Fruitland Park, Lake County Case No. 2020-CA-1026.

Relating to the Norman C. Cummins v. Stephen P. Angelillo case, Ms. Geraci-Carver explained that the foreclosure sale previously scheduled for April was cancelled and has been rescheduled for August 31, 2022. She addressed her intent to report the identity of the buyer at the next meeting.

ACTION: 7:02:40 p.m. No action was taken.

7. UNFINISHED BUSINESS

There was no unfinished business.

ACTION: 7:03:02 p.m. No action was taken.

8. PUBLIC COMMENTS

Pastor Padgett thanked the commissioners for listening to his concerns earlier in the meeting regarding new development as it relates to children's safety

ACTION: 7:03:06 p.m. No action was taken.

9. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

Commissioner Mobilian stated he had nothing to report at this time.

ACTION: 7:04:07 p.m. No action was taken.

(b) Commissioner DeGrave

Commissioner DeGrave recalled his announcement at the April meeting that he would not be in attendance at the June 9, 2022 meeting.

ACTION: 7:04:12 p.m. No action was taken.

(c) Commissioner Bell

Commissioner Bell was absent from this evening's meeting (He is being recognized by the Lake County League of Cities as its president for the year 2023).

ACTION: 6:03:18 p.m. No action was taken.

(d) Vice Mayor Gunter, Jr.

Vice Mayor Gunter stated he will not be in attendance at the June 9, 2022 meeting.

ACTION: 7:04:26 p.m. No action was taken.

10. MAYOR'S COMENTS

Mayor Cheshire was absent from this evening's meeting.

Dates to Remember

The dates to remember was not addressed at this time.

ACTION 7:04:26 p.m. No action was taken.

11. ADJOURNMENT

The meeting adjourned at 7:05 p.m.

The minutes were approved at the May 12, 2022 regular meeting.

Signed

Esther B. Coulson, City Clerk, MMC

Signed

Chris Cheshire, Mayor

ATM Proposal for Fruitland Park City Hall



Thank you for considering this opportunity to allow us to place an ATM at city hall. There are no contracts or commitments to keep it. I believe that it will prove to be a wonderful convenience for everyone that works or visits, and priceless for large events and fundraisers such as Fruitland Park Day.

Here are some added benefits

- A 50-cent commission on each surcharged transaction, paid to The City of Fruitland Park monthly. Detailed statement included.
- Customers having access to cash reduces overall credit card transaction costs.
- Saves your employees time by offering the convenience of all the financial options current ATM's are capable of.
- Providing a backup for transactions should your point-of-sale system go down.
- Purchasing and cash-out of Bitcoin is now available.

ATM Customers pay \$3.00 per transaction, and this allows us to afford to provide you with a 50-cent commission off every surcharged transaction. Of course, balance inquiries are always free to the customer.

We will provide you a summarized report each month of these transactions, broken down daily, for transparency purposes. These reports and a commission check usually arrive to our customers two weeks after the end of each month.

Balances are monitored virtually, and appropriate personnel are notified if there is a low-cash situation or problem (in a perfect world). We are usually only minutes away should you, your staff or customer need to report any issue. There is a sticker with our contact information displayed on the machine.

What you can expect from us will be a Hyosung Halo 2 ATM.

- ADA Compliant, EMV Chip Compliant
- 10.1” TFT LCD Screen
- Will support six languages.
- Bitcoin purchase & cash-out enabled
- Height: 50.2" (with topper: 65.3"), Width: 15.7", Depth: 22.3"



If this is satisfactory and will meet your needs, then this is the only legal fun to accompany this arrangement to protect both parties.

1. Equipment shall remain property of Ante Up Entertainment throughout.
2. There will be no contract term. This agreement can be cancelled by either party.

Accepted by: City of Fruitland Park

Please Print & Sign

Date:

Accepted by: Ante Up Entertainment

Please Print & Sign

Date:

Ante Up Entertainment Inc.

*277 Power Ct.
Sanford, FL 32771
407-466-0822*



Parties: The parties to this agreement are SPHINX VENDING LLC (operator), and Fruitland Park Library, City of Fruitland Park (company) 59-6031169 (EIN) 352-360-6561 (phone) 604 W. Berckman St. Fruitland Park, FL 34731 (address)

Company hereby grants Operator, and Operator hereby accepts Company's exclusive right and license to install, maintain, and operate a cash automatic teller machine (ATM) at the location designated above in accordance with the terms and conditions of this agreement.

Profit Sharing to Company Total Surcharge: 3.50 or 2%

\$0 per surcharged withdrawn transaction paid to company. Profit sharing is based on successful surcharged withdrawals only. Operator shall apply this charge where applicable and permitted by law and network rules. The fee is subject to change without notice to the customer. Profit sharing will be paid to Company via monthly direct deposit the month after such revenues occurred. Example: For February profit sharing you will be paid in March.

Utilities: ATM requires a phone/cellular connection and electric line to ensure effective processing. Company shall pay for all electrical charges. Operator will provide and pay for phone/cellular connection unless otherwise noted.

Maintenance and Service: Operator shall provide all maintenance and service to the ATM. Company shall keep the ATM in good working order consistent with industry standards. Company shall be financially responsible for any vandalism or damages done to the ATM by any of their guests, patrons, or customers.

Cash Replenishment: Cash will be provided by the Operator and will be replenished by the Operator unless otherwise noted.

Title/ Removal of ATM: The ATM shall remain the property of the Operator or its assignees. The Operator may remove any ATM from the Company's location for any reason so long as the Operator has done the following:

- 1- The ATM must have been installed for a minimum of ninety (90) days
- 2- Operator shall give the Company written notice (via text or email) at least 5 business days prior to the planned removal of the ATM.
- 3- All costs associated with removal of the ATM shall be borne by the Operator. All costs associated with remodeling/restoring the location from which the ATM was removed shall be borne by the Company.

Company Remodeling or Closing: If the Company is remodeling the facility or closing the business location, a minimum 60-day notice is required. If Company closes facility the Operator still has the right to remove the ATM from location as the ATM is property of Operator.

Landlord Name: Fruitland Park Library Phone # 352-360-6561

Security. Company agrees to provide a safe and secure environment for the ATM(s). Company agrees it shall make no alteration or additions to the ATM(s), and shall not permit anyone, other than authorized representatives of the Operator to perform any service or repair work on the ATM(s). Vandalism cost to be paid by Company up to full replacement of unit. Operator will not be held monetarily accountable for any damages as a result of a theft, break in, and/or burglary attempt.

Governing Law. This Agreement shall be construed, interpreted and enforce in accordance with the laws of the State of Florida.

SPHINX VENDING

125 E. Indiana Ave #B

Deland Fl. 32724

By: [Signature]

Wilfredo Torres

Owner, Lead Installer

By: [Signature]

Print Name: Jo-Ann Glendinning

Title: Library Director

Date: May 6, 2022

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4a**

ITEM TITLE: Resolution 2022-027 Parks and Recreation Fees

MEETING DATE: Thursday, June 9, 2022

DATE SUBMITTED: Tuesday, May 17, 2022

SUBMITTED BY: City Attorney/City Manager/Parks and Recreation Director

BRIEF NARRATIVE: Resolution 2022-027

FUNDS REQUIRED: None

ATTACHMENTS: Proposed resolution

RECOMMENDATION: Approval.

ACTION: Adopt Resolution 2022-027

RESOLUTION 2022-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING A FEE SCHEDULE FOR USE OF CITY FACILITIES, SERVICES, SPONSORSHIPS AND EVENT ENTRY FEES, AND USER FEES; PROVIDING FOR REPEAL, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized pursuant to Chapter 166, Florida Statutes and Sec. 99.90 of the City of Fruitland Park Code of Ordinances to establish fees for use of its facilities and services offered; and

WHEREAS, the City Commission desires to recover expenses in maintaining its facilities and in providing services; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida, has determined these expenses should be passed on to the users and participants; and

WHEREAS, the City Commission has broad home-rule powers pursuant to Ch. 166, Florida Statutes, to host events and to provide sponsorship opportunities and participation opportunities, and to charge for such opportunities; and

WHEREAS, the City Commission desires to adopt the following fees and schedule of fees.

THEREFORE BE IT RESOLVED by the City Commission of the City of Fruitland Park, Florida, as follows:

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.
2. The City Commission hereby adopts the Recreation Fee Schedule – April 2022 attached hereto as **Exhibit A**.
3. All fees in conflict with the provisions of this resolution are hereby repealed.
4. This resolution shall be effective immediately upon adoption.

PASSED AND RESOLVED this ____ day of _____, 2022, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

EXHIBIT A

Recreation Fees
April 2022

Concession Space Rental, per day	\$10
Stand alone, per day	
Cales Field Concession Rental, per day	\$10
Key Deposit	\$20
Rental fee may be waived by City Commission upon petition.	
Veterans Field Concession Rental, per day	\$10
Key Deposit	\$20
Rental fee may be waived by City Commission upon petition.	
Community Center	
Resident/Utility Customer	
Per hour – Monday – Friday	\$75
Resident/Utility Customer	
Per hour – Saturday – Sunday	\$125
Non-resident/Utility Customer	
Per hour – Monday – Friday	\$100
Non-resident/Utility Customer	
Per hour – Saturday – Sunday	\$175
Refundable damage deposit	\$250
Refundable alcohol deposit	\$350
Setup fee, if requested	\$150
Resident/City utility customer rate	
Monday 12:00 am – Friday 11:59 am	\$125 per hour
Friday 12:00 pm (noon) – Sun 11:59 am	\$175 per hour
Park Pavilion Reservation Fee	\$5 per hour
Special Events (FP Day, Arts & Craft Show, etc.)	
Booth Space, no electric	\$30
Booth Space, electric	\$50
Late fee after deadline	\$20
Miscellaneous Events	
Per Person, Per Program	\$5 / \$10 / \$15 / \$20 / \$25
Day Camp	\$100
Per person, per week	
All Sports, per hour	\$50
Youth Sports	\$50

Team Sponsor per team	\$250
Softball	\$30
Men's Softball League	
League player fee	
Resident	\$30
Non-resident	\$35
Softball sponsor per team	\$250
Tournament fee (7-day max, plus cost)	\$125
Field Rental	
per daytime hour	\$10
per nighttime hour	\$20
Sign Fee	
Soccer field signs, per year	\$500
One time sign fee	\$ 150 / \$250
BBQ Contest, per team	
BBQ Contest winners	Cash prize based on how many entries
Soapbox Derby	
Early registration	\$20
Late registration	\$25
Comedy Night / Movie Night	\$15 / \$20 / \$25 / \$40
Car Show	
Sponsorship	\$250
Entry fee per car	\$10
5K Races	
Sponsorship per event	\$250, \$500, \$1,000 / \$2,500 / \$5,000
Race entry fee: Early registration	\$30
Race entry fee: Day of registration	\$40
Cornhole Tournament	
Early registration	\$20
Late registration	\$25
Sponsorship boards	\$300
Sponsorship & keep boards	\$400
Food Truck Vendors	
Sponsorship fee	\$250
or 10% of the profits	

Pool – user fee (per person unless otherwise indicated)

General Admission	\$2.81 + tax
Season pass, per person	\$50
Season pass, per family	\$150
Lifeguard Training	\$200
Water Safety Instructor	\$275
Swim Lessons	
Per person, ages two & up	\$40
Lap swim per person	\$2
Swim fit, per person	\$2
Private Pool Rental	\$100 per hour with two-hour minimum

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4b**

ITEM TITLE: Resolution 2022-019 Open-End Equity Lease Expenditure 2022 Chevrolet Silverado 1500 – Enterprise Lease Management Trust

MEETING DATE: Thursday, June 9, 2022

DATE SUBMITTED: Thursday, May 19, 2022

SUBMITTED BY: City Attorney/City Manager/Public Works Director

BRIEF NARRATIVE: Resolution 2022-019 lease acquisition of four (4) Chevrolet Silverado 1500 LTD Work Trucks Lease Agreement with Enterprise FM Trust (Quote Number 6296031). These vehicles will pay for themselves with lower gas cost, lower maintenance cost and the current resale market should allow the city to pay lease payments from the net proceeds of the resale of these vehicles each year currently. (Postponed from the May 26, 2022 meeting.)

FUNDS REQUIRED: \$20,032.32 (The financing vehicle lease was authorized on April 14, 2022 at \$417.34 per vehicle for 12 months):
40533-30340 (water – three vehicles)
01541-30340 (roads and streets – one vehicle)

ATTACHMENTS: Proposed resolution, amendment to master equity lease agreement, master equity lease agreement, indemnity service agreement, Silverado 1500 specs, Quote 6296031, Risk Management Application, and Sourcewell Acceptance Award Contract #030122-EFM.

RECOMMENDATION: Approval.

ACTION: Adopt Resolution 2022-019.

RESOLUTION 2022-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF UP TO \$417.34 MONTHLY PER VEHICLE TO ENTERPRISE FOR LEASE OF A TOTAL OF FOUR 2022 CHEVROLET SILVERADO 1500 LTD WORK TRUCKS AS MORE PARTICULARLY DESCRIBED IN QUOTE NO. 6296031, OPEN-END (EQUITY) LEASE RATE QUOTE; APPROVING MASTER EQUITY LEASE AGREEMENT AND AMENDMENT TO MASTER EQUITY LEASE AGREEMENT BETWEEN ENTERPRISE FM TRUST AND THE CITY OF FRUITLAND PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sourcewell issued a competitive bid and awarded a contract (030122-EFM) to Enterprise Fleet Management for leasing of and sales of vehicles and the contract remains open;

WHEREAS, the City of Fruitland desires to piggyback off of the contract with Enterprise Fleet Management for leasing of and sales of vehicles, including the lease of a 2022 Chevrolet Silverado 1500 LTD work truck, and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the city to approve the expenditure and enter into a Master Equity Lease Agreement and Amendment to Master Equity Lease Agreement with Enterprise Fleet Management.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The city commission authorizes expenditure in the amount of \$417.34 per vehicle to Enterprise Fleet Management in accordance with Quote No. 6296031 pursuant to Sourcewell Contract 030122-EFM for lease of a total of four 2022 Chevrolet Silverado 1500 LTD work trucks at a total annual cost of \$20,032.32 (\$417.34 monthly lease payment per vehicle x 12 months x 4 vehicles).

Section 2. The Master Equity Lease Agreement and Amendment to Master Equity Lease Agreement between Enterprise Fleet Management and the City of Fruitland Park, Florida, **a copy of which is attached hereto**, is approved.

Section 3. The Commission authorizes the city manager to execute any necessary documents, including the Master Equity Lease Agreement and Amendment to Master Equity Lease Agreement with the terms of Sourcewell Contract 030122-EFM, to effectuate the lease.

Section 4. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this ____ day of _____, 2022, by the City Commission of the City of Fruitland Park, Florida.

SEAL CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Vice Mayor Gunter	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Commissioner Bell	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Commissioner DeGrave	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Commissioner Mobilian	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of April, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of April, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Fruitland Park, Florida ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Florida 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 as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

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 Florida (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

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 Florida 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 State of Florida 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 State of Florida 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).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

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

City of Fruitland Park, Florida (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, 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 and conditions 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, each of which are incorporated herein as part of a single, unitary 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, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. 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 and recouped against 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").

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(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 (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. 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, licensing, 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, registered 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, licensing 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. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations 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 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations 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 such Vehicle(s) or this Agreement.

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(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.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

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, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(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 per accident 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 per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - 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

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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, a going concern audit comment of Lessee or any guarantor (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.

Initials: EFM _____ Customer _____

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: <u>City of Fruitland Park, Florida</u>	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: <u>Gary La Venia</u>	Signature: _____
Title: <u>City Manager</u>	By: _____
Address: <u>506 West Berckman Street</u>	Title: _____
<u>Fruitland Park, FL 34731</u>	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM _____ Customer _____

FLORIDA SERVICE AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2022, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Fruitland Park, Florida (City).

WITNESSETH:

1. INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify the City from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which the City may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between the City and Enterprise FM Trust dated as of the date hereof, 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, in each case, while the Vehicle was in possession of the Servicer.

2. Public Records Law. EFM acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. EFM further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, EFM shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

Without in any manner limiting the generality of the foregoing, to the extent applicable, EFM acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- (a). keep and maintain public records required by the City to perform the services required under this Agreement;
- (b). upon request from the City's Custodian of Public Records or his/her designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c). ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if EFM does not transfer the records to the City; and
- (d). upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of EFM or keep and maintain public records required by the City to perform the service. If EFM transfers all public records to the City upon completion of this Agreement, EFM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If EFM keeps and maintains public records upon completion of this Agreement, EFM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's Custodian of Public Records, in a format that is compatible with the information technology systems of the City.

(e). IF EFM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EFM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Esther Coulson, City Clerk, clerk@fruitlandpark.org, 352-360-6790, 506 West Berckman Street, Fruitland Park, FL 34731.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

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

City: City of Fruitland Park, Florida

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____



City of Fruitland Park - Silverado 1500 Specs

No Image Available **US 2022 Chevrolet
Silverado 1500 LTD**
4x2 Double Cab 6.6 ft. box
147.4 in. WB Work Truck

Body Code: CC18753

YMMS

Year	Series	Make	Model
2022	4x2 Double Cab 6.6 ft. box 147.4 in. WB Work Truck	Chevrolet	Silverado 1500 LTD

Selected Options

Code	Description
1WT	Preferred Equipment Group 1WT
L3B	Engine: 2.7L Turbo
MQE	Transmission: 8-Speed Automatic
GU6	3.42 Rear Axle Ratio
C5U	GVWR: 6,800 lbs (3,084 kgs)
QBN	Tires: 255/70R17 AS BW
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel
AE7	40/20/40 Front Split Bench Seat
STDTM	Vinyl Seat Trim
PAINT	Solid Paint
IOR	Radio: Chevrolet Infotainment 3 System
STDSU	Heavy Duty Suspension
BLUE	Bluetooth For Phone
UDC	3.5" Monochromatic Display Driver Info Center
AU3	Power Door Locks
BG9	Rubberized-Vinyl Floor Covering
A68	Rear 60/40 Folding Bench Seat (Folds Up)
N33	Manual Tilt Wheel Steering Column
AEQ	Power Rear Windows w/Express Down



AXG	Power Front Windows w/Driver Express Up/Down
VH6	Black (Semi-Gloss) Front Bumper
VJG	Black (Semi-Gloss) Rear Bumper
AKP	Solar Absorbing Tinted Glass
GRILL	Black Grille
QK1	Standard Tailgate
QBR	255/70R17 AS BW Spare Tire
KW5	220 Amp Alternator
UQF	6-Speaker Audio System
Z82	Trailer Package
CTT	Hitch Guidance
ZLQ	WT Fleet Convenience Package
AQQ	Remote Keyless Entry
QT5	EZ Lift Power Lock & Release Tailgate
K34	Electronic Cruise Control
DLF	Heated Power-Adjustable Outside Mirrors
FE9	Federal Emissions Requirements
GAZ_01	(0 P) Summit White
H2G_01	(0 I) Jet Black w/Vinyl Seat Trim

Standard Equipment

Powertrain

310-hp, 2.7-liter I-4 (regular gas) engine
8 automatic transmission w/OD and auto-manual
Intercooled turbo
310-hp @ 5600 rpm engine horsepower
348 lbs.-ft. @ 1500 rpm engine torque
16 valves
Variable valve control
Gasoline direct injection
Cylinder deactivation
Regular unleaded recommended fuel
Aluminum cylinder block



- Aluminum cylinder head
- Spark ignition
- Longitudinal engine orientation
- 220-amp. alternator
- 730 CCA heavy-duty battery
- 80 battery amp hours
- Battery-rundown protection
- Low emission vehicle II
- Single stainless steel exhaust
- Mode select transmission
- Sequential sport shift
- Overdrive
- Transmission electronic control
- 4.56 transmission gear ratio (1st)
- 2.97 transmission gear ratio (2nd)
- 2.08 transmission gear ratio (3rd)
- 1.69 transmission gear ratio (4th)
- 1.27 transmission gear ratio (5th)
- 1.00 transmission gear ratio (6th)
- 0.85 transmission gear ratio (7th)
- 0.65 transmission gear ratio (8th)
- 3.82 transmission gear ratio (reverse)
- 3.42 axle ratio
- Rear-wheel drive
- 19 mpg city fuel economy
- 22 mpg highway fuel economy
- 24 gal. fuel tank capacity

Suspension/Handling

- Independent front short and long arm suspension w/anti-roll bar
- Front coil springs
- Gas-pressurized front shocks
- Rigid axle rear leaf suspension



Gas-pressurized rear shocks

Speed-sensing electric power-assist rack-pinion steering

Hub wheel covers

P255/70SR17 BSW AS tires

Steel spare wheel

17" wheels

Body Exterior Features

4 doors

Tailgate

Manual folding side-view door mirrors

Black door handles

Black front and rear bumpers with black rub strip

Rear step bumper

Regular bed

Galvanized steel/aluminum body material

Black grille

Convenience Features

Manual air conditioning

Console ducts

Power windows with front and rear 1-touch down

Auto-locking doors

Steering wheel with manual tilting

Day-night rearview mirror

Front cupholder

Mini overhead console with storage

Locking glove box

Driver and passenger door bins

Rear door bins

2 seatback storage pockets

Dashboard storage

Covered bin instrument-panel storage

Driver's footrest



Retained accessory power

1 12V DC power outlet

Seats and Trim

Max. seating capacity of 6

Front split-bench 40-20-40 seats

4-way driver and passenger seat adjustments

Manual reclining driver and passenger seats

Manual driver and passenger fore/aft adjustment

Front centre armrest with storage

Rear 60-40 split-bench seat

Rear seat fold-up cushion

Vinyl front and rear seat upholstery

Vinyl door panel trim

Full cloth headliner

Full vinyl/rubber floor covering

Cabback insulator

Metal-look instrument panel insert, door panel insert, console insert

Urethane shift knob

Chrome interior accents

Entertainment Features

AM/FM stereo with seek-scan

Radio data system

6 speakers

Wireless phone connectivity

1 1st row LCD monitor

Fixed antenna

Lighting, Visibility and Instrumentation Features

Delay-off aero-composite halogen headlamps

Auto-leveling headlights

Cargo bed light

Variable intermittent wipers

Light-tinted windows



Dome light with fade

Front and rear reading lights

Variable instrument panel lighting

Analog appearance

Tachometer

Voltmeter

Outside-temperature display

Tire specific low-tire-pressure warning

Trip computer

Trip odometer

Oil pressure gauge

Water temp. gauge

Engine hour meter

In-radio display clock

Systems monitor

Redundant digital speedometer

Oil-pressure warning

Water-temp. warning

Battery warning

Low-oil-level warning

Low-coolant warning

Lights-on warning

Key-in-ignition warning

Low-fuel warning

Low-washer-fluid warning

Door-ajar warning

Brake-fluid warning

Turn-signal-on warning

Transmission-fluid-temperature warning

Brake pad wear

Rear vision camera

Safety and Security



Four-wheel ABS brakes

4 ABS channels

Brake assist

Four-wheel disc brakes

Front and rear ventilated disc brakes

Daytime running lights

Full-size spare tire

Underbody mounted spare tire w/crankdown

Driver and passenger front-impact airbags

Seat-mounted driver and passenger side-impact airbags

Curtain 1st and 2nd row overhead airbag

Front passenger airbag occupancy sensor

Front seatbelt pre-tensioners

3 point rear centre seatbelt

Side-impact bars

Manual tailgate/rear door lock

Rear child safety locks

Immobilizer

StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll

ABS and driveline traction control

Manual adjustable front head restraints

2 rear head restraints

Standard Specs and Dimensions

I-4 engine

310-hp @ 5600 rpm engine horsepower

348 lbs.-ft. @ 1500 rpm engine torque

16 valves

3.63 " x 4.02 " engine bore x stroke

10.00 to 1 compression ratio

24 gal. fuel tank capacity

19 mpg fuel economy city

22 mpg fuel economy highway



4700 lbs. curb weight
6800 lbs. GVWR
3700 lbs. front GAWR
3800 lbs. rear GAWR
2060 lbs. payload
3700 lbs. front axle capacity
3800 lbs. rear axle capacity
3700 lbs. front spring rating
3850 lbs. rear spring rating
9200 lbs. max. trailer weight
14500 lbs. GCWR
9100 lbs. 5th-wheel towing capacity
231.7 " exterior length
81.2" exterior body width
75.6" exterior height
147.4" wheelbase
23.1' turning radius
7.9" ground clearance (min.)
44.5" front legroom
35.2" rear legroom
43" front headroom
39.9" rear headroom
61.2" front hiproom
60.2" rear hiproom
66" front shoulder room
64.9" rear shoulder room
79.4" exterior cargo length
50.6" exterior cargo width
71.7 cu.ft. exterior cargo volume
22.4" pickup bed depth
71.4 " exterior cargo maximum width

Warranty



36/36000 months warranty (months/miles)

60/60000 powertrain warranty (months/miles)

72/100000 corrosion perforation warranty (months/miles)

60/60000 roadside assistance warranty (months/miles)

12/12000 maintenance warranty (months/miles)

Prepared For: City of Fruitland Park, Florida

Date 05/31/2022
AE/AM JR8

Unit #

Year 2022 **Make** Chevrolet **Model** Silverado 1500 LTD
Series Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type In-Stock **Term** 12 **State** FL **Customer#** 619594

\$ 23,814.20	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>FL</u>
\$ 116.55 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color (0 P) Summit White	
Interior Color (0 I) Jet Black w/Vinyl Seat Trim	
Lic. Plate Type Unknown	
GVWR 0	

\$ 23,814.20	Total Capitalized Amount (Delivered Price)
\$ 238.14	Depreciation Reserve @ <u>1.0000%</u>
\$ 141.20	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 379.34	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 38.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 38.00 Additional Services SubTotal

\$ 0.00	Sales Tax <u>7.0000%</u>	State <u>FL</u>
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\$ 417.34 Total Monthly Rental Including Additional Services

\$ 20,956.52	Reduced Book Value at <u>12</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Fruitland Park, Florida

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Edge Cust #: 619594

Submitted By: Jacob Romig

Group/Branch: 1GL1



Risk Management Application

1 Applicant Name: City of Fruitland Park, FL
9 YR Co. Started: 1927
2 Address: 506 W Berckman St
10 Tax ID#:
3 City: Fruitland Park State: FL Zip: 34731
11 Business Type:
4 Phone: 352-360-6727
5 Web Address: fruitlandpark.org
6 Applicant Insurance Contact: Jeannine Racine
7 Contact Phone: 352-360-6727 Contact Email: jracine@fruitlandpark.org
8 List any and all subsidiaries:

12 Describe your business and how the company vehicles are used:
Local municipality. Vehicles are for Public Works and Leisure Services
13 Radius of Territory/Operation: 3.7 square miles Avg Annual Mileage: 5,000
14 Are any vehicles equipped with movable or other aftermarket equipment?
15 Are any vehicles used for transporting hazardous, flammable, explosive materials or chemicals?
16 Does your company carry a motor carrier permit?
17 If any vehicles are used to tow trailers, indicate:
18 Where are the vehicles garaged at night?

19 Provide Current AUTO Insurance Information:
Current Auto Carrier:
Policy Expiration Date:
Current Umbrella Carrier:
Current Annual Primary Auto Premium:
20 Quote Physical Damage and Auto Liability:
21 Please Select Desired Auto Liability Insurance Limits
Auto Liability Limit:
Uninsured/Underinsured Motorists:
Physical Damage Management Options:
Comprehensive:
Collision:
**Loaner Car:

*If left blank a quote will not be provided.

HIRED AUTO: an auto the applicant leases, hires, rents or borrows i.e. vehicle rented for business travel.

22 How often do you rent vehicles: Never Occasionally Daily Weekly Monthly

23 What is the approximate annual cost of renting vehicles:

24 What is the purpose of renting vehicles: Vehicle in Shop Busy/Special Need Travel

25 What type of vehicles do you rent:

26 Quote this coverage: Liability and Physical Damage Liability Only Physical Damage Only No

*If left blank a quote will not be provided.

NON-OWNED: vehicles the company does not own, lease or rent; i.e. reimbursed driver, employee taking personal vehicle to bank.

27 Are any employees on reimbursement, mileage allowance or use their personal vehicle for company business: Yes No

If Yes, how many employees:

28 Do you require your employees to maintain liability insurance: Yes No If Yes, what limits are required:

29 Quote this coverage: Yes No *If left blank a quote will not be provided.

30 Are there any autonomous vehicles in your fleet: Yes No

31 If yes, are they: Aftermarket OEM

32 Has any driver been licensed in the US less than 3 years: Yes No

33 Does applicant have any of the following: Driver Safety Program Company Car Policy Telematics Program

Provide copy if applicable.

34 Are employees permitted to use vehicles for personal use: Yes No

If Yes, who is permitted to use the vehicles: Employee Only Spouse/Partner Family Members No Policy

35 Are any Drivers not covered by Workers Compensation? Yes No

36 List the number of vehicles in your fleet over the past 4 years:

Current Year	22
Past Year 1	22
Past Year 2	22
Past Year 3	22

Required Attachments

- A **Loss History** - 4 policy years including current year
Must have current valuation date - Include all subsidiaries
- B **Vehicle List** - include all leased, owned or financed vehicles (See next tab)
Yr/Make/Model/VIN/Cost New/Garaging Locations -City/State/Zip
- C **Drivers List** - include all employees driving vehicles for company business (See last tab)
Name/Date of Birth/Driver's License Number/State

All driving records will be obtained from the applicable State Motor Vehicle Record Department. The Applicant, as referred to on page 1, hereby represents that they have obtained proper authorization from all employees and/or agents to have such driving records obtained and reviewed for underwriting purposes. The undersigned represents that the statement made and information provided are true to the best of their knowledge and that they are authorized to sign on behalf of the Applicant. This application does not evidence coverage. If accepted by the insurance company, coverage is effective on the date issued as shown on the policy Declarations page.

Fraud Warnings:

(All States except: AR; CO; DC; FL; HI; KY; LA; ME; MD; NJ; NY; OH; OK; OR; PA; TN; and WA) Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Arkansas - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado - It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

District of Columbia - It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida - Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement or claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Hawaii – For your protection, Hawaii Law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Kentucky – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland – Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey – Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio – Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against any insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, which is a crime.

Oklahoma – Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon – Any person who, with intent to defraud or knowingly that his is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Pennsylvania – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee – It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington – It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Applicant Signature/Title

Date

**Solicitation Number: RFP #030122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). Intentionally omitted.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Intentionally omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Intentionally omitted.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Enterprise Fleet Management, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Dain Giesie
EFC279C1DE8D465...

By: _____

By: _____

Jeremy Schwartz

Dain Giesie

Title: Chief Procurement Officer

Title: Vice President

5/4/2022 | 9:11 AM CDT

5/4/2022 | 2:58 PM CDT

Date: _____

Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

5/4/2022 | 3:23 PM CDT

Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name: Enterprise Fleet Management, Inc.

Does your company conduct
business under any other name? If
yes, please state: MO

Address: 600 Corporate Park Dr.

St. Louis, MO 63050

Contact: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Phone: 314-274-5428

Fax: 314-274-5428

HST#: 43-1697807

Submission Details

Created On: Tuesday February 01, 2022 10:13:18

Submitted On: Tuesday March 01, 2022 16:13:51

Submitted By: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Transaction #: 53316618-72bf-4ca3-ad36-3ffb0fdf4609

Submitter's IP Address: 4.30.165.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management
4	Provide your CAGE code or DUNS number:	08-001-5860
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105
6	Proposer website address (or addresses):	efleets.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Background and History In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.</p> <p>In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.</p> <p>In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.</p> <p>Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.</p> <p>Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.</p> <p>Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <p>Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard...and we reward hard work. Great things happen when we listen...to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open.</p> <p>Business Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p>
11	What are your company's expectations in the event of an award?	<p>Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution.</p> <p>It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.</p> <p>Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.</p>

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<ul style="list-style-type: none"> o Alberta Corporate License number: 2116040300 o Saskatchewan Corporate License number: 101184133 o Manitoba Corporate License number: 6262881 o GST number: 82540 4205 RT0001: o Saskatchewan PST number: 2476059 o Manitoba PST number: 82540 4205 MC0001 	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcewell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	\$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	\$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	\$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	\$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	\$1,350,606	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	<p>Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams.</p> <p>Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include:</p> <p>Fleet Management Director</p> <ul style="list-style-type: none"> • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. <p>Fleet Strategy Manager</p> <ul style="list-style-type: none"> • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days <p>Finance Manager</p> <ul style="list-style-type: none"> • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. <p>Account Executive</p> <ul style="list-style-type: none"> • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs <p>Area Sales Manager</p> <ul style="list-style-type: none"> • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed <p>Client Strategy Manager</p> <ul style="list-style-type: none"> • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters <p>Account Fleet Coordinator</p> <ul style="list-style-type: none"> • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	<p>As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.</p> <p>Vehicle Delivery</p> <p>Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.</p> <p>This is what we expect from our CD dealers:</p> <ul style="list-style-type: none"> • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

28	Service force.	<p>Call Center</p> <p>Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates.</p> <p>Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week.</p> <p>The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests.</p> <p>Supplier Network</p> <p>Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.</p> <p>Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.</p> <p>We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Service Quality index (SQI) is an industry leading metric that is core to Enterprise values.</p> <p>Enterprise uses a Service Quality index (SQI) to measure customer satisfaction for each of our brands. ESQI enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQI is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Customer Service Philosophy</p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Founding Values</p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <ul style="list-style-type: none"> • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard...and we reward hard work. • Great things happen when we listen...to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcewell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: <ul style="list-style-type: none"> • A marketing banner on the Sourcewell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcewell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. This will be customized to Sourcewell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.

<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for.</p> <p>Customer Website – Complete oversight on entire fleet and individual vehicles</p> <ul style="list-style-type: none"> • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle <p>Annual Client Review – Identify and lower costs</p> <ul style="list-style-type: none"> • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs <p>Fleet Planning Toolkit – The right vehicles at the right cost</p> <ul style="list-style-type: none"> • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles <p>Auto Integrate – Minimize downtime</p> <ul style="list-style-type: none"> • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise <p>Mobile App – Convenience for drivers</p> <ul style="list-style-type: none"> • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries
<p>42</p>	<p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows:</p> <p>Vehicle Cycling/Fleet Optimization</p> <p>Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling.</p> <p>In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points.</p> <p>Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs.</p> <p>Carbon Reporting and Offsets</p> <p>Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program.</p> <p>Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass.</p> <p>TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings</p>

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

- being built on previously developed land to reduce the impact on virgin ground.
- installing low-flow fixtures that reduce the building's water use by 46 percent.
- using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
- recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
 - Duty of Care
 - Supplier Code of Conduct
 - Human Rights
 - Safety Recalls
 - Workplace Ethics
 - Employment and Equal Opportunity
 - Founding Values
 - Privacy and Safe Harbor
 - Subsidiaries and Franchisees
- Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth.</p> <p>Good Faith Plan</p> <p>Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training.</p> <p>Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE)</p> <ul style="list-style-type: none"> • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc. 	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition:</p> <ul style="list-style-type: none"> • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors. 	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: <ul style="list-style-type: none">• Convenience: Card accepted at more than 180,000 U.S. locations• Security: Cards with driver identification issued to the driver assigned to the vehicle• Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: <ul style="list-style-type: none">• Review transaction activity• Identify potentially abusive or fraudulent behavior• Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: <ul style="list-style-type: none">• Safety: Breakthrough accident detection, safer driving behavior, in-	

	<p>vehicle driver coaching</p> <ul style="list-style-type: none"> • Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs • Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring • Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health • Compliance: Accurate HOS and/or IFTA reporting <p>Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.</p> <p>Full Maintenance Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.</p> <ul style="list-style-type: none"> • Monthly cost is fixed for the term of the vehicle • Coverage is available up to 100,000 miles • Covers all routine services recommended by the manufacturer • Covers all unexpected repairs (not related to damage or neglect) • 24/7 roadside assistance and towing is included • Brakes, tires, and loaner vehicles can be included • Windshield repair, fueling service, and other miscellaneous items are available • Sourcewell can set up and send automatic service reminders through Enterprise's website <p>Maintenance Management With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee.</p> <p>Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.</p>	*
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQi feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include:</p> <ul style="list-style-type: none"> • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>Payment Terms</p> <p>Payment terms are Net 30.</p> <p>Payment</p> <p>Enterprise offers several payment options to our clients:</p> <ul style="list-style-type: none"> • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise’s bank
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs.</p> <p>Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance.</p> <ul style="list-style-type: none"> • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. <p>Open-Ended Lease</p> <p>Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:</p> <ul style="list-style-type: none"> • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights <p>In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow.</p> <p>The mechanics of this lease involve financing the difference between the vehicle’s purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle’s age and application.</p> <p>Lease Terms</p> <p>Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.</p>

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond.</p> <p>Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment.</p> <p>Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs.</p> <p>We have uploaded our pricing materials as instructed.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.</p> <p>For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.</p>	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers. Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member *
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member *
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member *

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details
76	Fixed Maintenance	Variable (Avg. \$60-\$90) per month per vehicle	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse. *
77	Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts	\$6 per month card fee per vehicle plus cost of service and parts *
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles *
79	Service Charge	US \$400.00 Canada \$495.00	US \$400.00 Canada \$495.00 *
80	Lease Termination Fee	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14. *
81	Interim Interest Yes/No, How is it calculated?	NO	N/A *
82	Resale Fee	\$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units *
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid. *

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries. Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is \$125.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including:</p> <ul style="list-style-type: none"> • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition.</p> <p>As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes:</p> <ul style="list-style-type: none"> • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs <p>We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle:</p> <ul style="list-style-type: none"> • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	<input checked="" type="radio"/> Yes <input type="radio"/> No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles. *
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services. *
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services. *
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- [Financial Strength and Stability](#) - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- [Marketing Plan/Samples](#) - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- [WM8E/M8E/S8E or Related Certificates](#) - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- [Warranty Information](#) - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- [Standard Transaction Document Samples](#) - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- [Upload Additional Document](#) - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	<input checked="" type="checkbox"/>	1

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5a**

ITEM TITLE: CITY MANAGER'S REPORT

MEETING DATE: Thursday, June 9, 2022

DATE SUBMITTED: Friday, June 3, 2022

SUBMITTED BY: City Manager

BRIEF NARRATIVE: City Manager's Report

Economic Development Status Update

FUNDS REQUIRED: None

ATTACHMENTS: None

RECOMMENDATION: City commission discretion

ACTION: None

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5b**

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: Thursday, June 9, 2022

DATE SUBMITTED: Thursday, June 2, 2022

SUBMITTED BY: City Attorney

BRIEF NARRATIVE: City Attorney Report

City of Fruitland Park v. State of Florida – Department of Management Services: On February 16, 2022 the City provided wages and FRS calculations to attorney Thomas. The insurance company was provided the full invoice amount. Any update will be provided at the meeting.

Michael and Laurie Fewless v. City of Fruitland Park, Lake County Case No. 2020-CA-000104 (Judge Welke): On December 9, 2021 Plaintiff filed an Amended Complaint. Pre-trial conference is scheduled for April 3, 2023 and trial on April 17, 2023. Mediation is to occur no later than January 3, 2023. Mediation is scheduled to occur via Zoom on July 18, 2022 beginning at 10:00 A.M. The City Manager and I will participate along with attorney Glenn Thomas.

Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026 (Judge Davis):

The Court granted Plaintiff's Motion for Summary Judgment and entered a final judgment in the amount of \$249,508.50. A Foreclosure Sale was held May 31, 2022 at 11:00 A.M. The Certificate of Sale was issued to the highest bidder Norman C. Cummins. The Certificate of Title has not yet been issued; but anticipated to be issued to Mr. Cummins.

FUNDS REQUIRED: None

ATTACHMENTS: None

ACTION: N/A

RECOMMENDATION: N/A

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6**

ITEM TITLE: Public Comments

MEETING DATE: Thursday, June 9, 2022

DATE SUBMITTED: Monday, May 30, 2022

SUBMITTED BY: City Clerk

BRIEF NARRATIVE: **Item Description:** This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the city commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the city commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2013-023, Public Participation Policy and Chapter 286 Florida Statutes

RECOMMENDATION: None

ACTION: None

RESOLUTION 2013 -023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A PUBLIC PARTICIPATION POLICY WITH REGARD TO MEETINGS OF CITY BOARDS AND COMMISSIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to adopt a public participation policy for meetings of the City's boards and commissions; and

WHEREAS, the City Commission accordingly desires to pass this Resolution 2013-023 to do so.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AS FOLLOWS:

Section 1. The following Public Participation Policy shall apply to meetings of City boards or commissions as provided herein.

Sec. 1. Citizen's Rights

(a) Definition. For the purposes of this section, "board or commission" means a board or commission of the City of Fruitland Park.

(b) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on a proposition before a City board or commission except as provided for below. Public input shall be limited to three (3) minutes. This right does not apply to:

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from §286.011; or
4. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Sec. 2. Suspension and Amendment of these Rules

(a) Suspension of these Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Commission.

(b) Amendment of these Rules: These rules may be amended or new rules adopted by resolution.

- (c) Effect of Variance from Rules: The failure to follow this Public Participation Policy shall not be grounds for invalidating any otherwise lawful act of the City's boards or commissions.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

Section 3. This Resolution shall become effective immediately upon passage.

RESOLVED this 26 day of September, 2013, by the City Commission of the City of Fruitland Park, Florida.



Christopher J. Bell, Mayor

ATTEST:


MARIE AZZOLINO, Acting City Clerk

Passed First Reading 9/26/2013

Passed Second Reading N/A

Approved as to form:


SCOTT A. GERKEN, City Attorney

Select Year:

The 2020 Florida Statutes

[Title XIX](#)[Chapter 286](#)[View Entire Chapter](#)

PUBLIC BUSINESS

PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

286.0114 Public meetings; reasonable opportunity to be heard; attorney fees.—

(1) For purposes of this section, “board or commission” means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. [286.011](#); or

(d) A meeting during which the board or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an

action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

History.—s. 1, ch. 2013-227.

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