

AMENDMENT NUMBER FOUR  
TO  
CONTRACT MA-060-20011234  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC

This AMENDMENT NUMBER FOUR to Contract Number MA-060-20011234 (hereinafter "AMENDMENT NUMBER FOUR") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Enterprise Rent-A-Car Company of Los Angeles, LLC, (hereinafter referred to as "CONTRACTOR") with a place of business at 28112 Camino Capistrano, Laguna Niguel, CA 92677 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Car Rental Services on February 28, 2020, for a two (2) year term of March 1, 2020 through and including February 28, 2022, in an amount not to exceed \$2,608,560 renewable for three (3) additional, one (1) year terms (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY and CONTRACTOR amended ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charges; as well as amended Section 8. Payment - Invoicing Instructions to add Custody Intelligence Unit in amount of \$97,500 for a revised Contract not to exceed amount of \$2,706,060 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on April 23, 2021 to increase the contract not to exceed amount for Southeast Operations Division by \$15,000 for a revised not to exceed amount of \$2,721,060 (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on July 6, 2021 to add units to the contract to increase the not to exceed amount by \$131,100 for a revised not to exceed amount of \$2,852,160, as well as to Administratively correct the term dates to February 28, 2020 through and including February 27, 2022 due to clerical error (hereinafter "AMENDMENT NUMBER THREE");

WHEREAS, COUNTY desires to increase the dollar amount the ORIGINAL CONTRACT for the term of February 28, 2020 through and including February 27, 2022 to increase the not to exceed amount by \$147,000 for a new not to exceed amount of \$2,999,160.00; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of February 28, 2022 through and including February 27, 2023 for a not to exceed amount of \$1,533,125.00 and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 2/28/20 through and including 2/27/23, unless otherwise terminated by COUNTY. This Contract may be renewed for one (1) additional one (1) year term upon mutual agreement of both Parties. The County does not have to give a reason if it elects not to renew.

- b. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges of the ORIGINAL CONTRACT is amended in part as follows:

2. Fees and Charges:

Contract shall not exceed \$2,999,160.00 for the term of February 28, 2020 through and including February 27, 2022.

Contract shall not exceed \$1,533,125.00 for the term of February 28, 2022 through and including February 27, 2023.

2. All other terms and conditions in this Contract shall remain unchanged and in full force and effect.

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IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER FOUR to Contract number MA-060-20011234.

\*Contractor: Enterprise Rent-A-Car Company of Los Angeles, LLC

By: Valerie Brandon Title: VP Of Sales  
Print Name: Valerie Brandon Date: 11/09/2021

\*Contractor: Enterprise Rent-A-Car Company of Los Angeles, LLC

By: Thomas Klingler Title: VP OF FINANCE  
Print Name: THOMAS KLINGLER Date: 11/9/21

*\*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

By: Frederick Lyle Rossow Title: Purchasing Manager  
Print Name: Frederick Lyle Rossow Date: 11/12/2021