



AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

AGENDA

City Hall - Council Chambers
4381 Broadway, Ste. 201, American Canyon

August 23, 2022

6:30 PM

Chair: Leon Garcia
Vice Chair: Mariam Aboudamous
Board Members: Mark Joseph, David Oro, Pierre Washington

Consistent with Government Code Section 54953 and the American Canyon Board of Directors Resolution Declaring the Existence of a Local Emergency due to the COVID-19 Pandemic, Board of Directors and other public meetings will be conducted both in person at City Hall, 4381 Broadway, Suite 201, and also via Zoom Teleconferencing to promote local, state, and federal guidelines and social distancing recommendations for the containment of the coronavirus. District officials and members of the public are invited to attend the meeting either in person or via teleconference This meeting will be broadcast live to residents on Napa Valley TV [here](#) and on YouTube [here](#).

You may submit public comments for any Agenda Item, Non-Agenda Item or make general public comments by one of the following methods:

Written comments, Via eComments: The eComments link is located on the Meetings & Agendas page of our website here. Comments received before the 3:00 p.m. day-of-meeting cutoff time will be routed to all Board Members at that time. eComments will remain open throughout the meeting, and all comments received will be posted online and become part of the meeting record.

Oral comments, during the meeting: A Zoom Meeting has been established for public participation during the meeting related to a specific agenda item, or matters not on the agenda. To give your public comment directly to the legislative body during the meeting, use the Register to Speak feature of [eComments](#) or connect via below Zoom link and follow the instructions or by calling 1-669-900-6833.

Zoom Meeting Link: [Click here](#)

Meeting ID: 853 8612 1407 **Passcode:** 906496

The above-identified measures exceed all legal requirements for participation in public comment, including those imposed by the Ralph M. Brown Act. For more information, please call the Office of the Fire Executive Assistant at (707) 551-0653 or email [here](#).

AGENDA MATERIALS: Board agenda materials are published 72 hours prior to the meeting, and are available to the public via the City's website at www.cityofamericancanyon.org.

AMERICANS WITH DISABILITIES ACT: The Board of Directors will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written

request to Fire Executive Assistant at 911 Donaldson Way E., American Canyon, CA 94503 or by email [here](#). Include your name, address, phone number and brief description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

5:30 P.M. CLOSED SESSION

- 1. Conference with Legal Counsel - Anticipated Litigation.
Pursuant to Government Code Section 54956.9 (d)(2); and,
Three Matters.**

PUBLIC ADDRESS-CLOSED SESSION ITEMS

The Chairman will call the meeting to order and conduct role call. The Board of Directors will immediately convene into Closed Session after hearing any public comment on items agendized for Closed Session consideration. At 6:30 p.m. the Board of Directors will reconvene into Open Session and then resume Closed Session at the end of the meeting to address outstanding items, if necessary.

6:30 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

PUBLIC COMMENT

This time is reserved for members of the public to address the American Canyon Fire Protection District Board on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the American Canyon Fire Protection District Board. It is recommended that speakers limit their comments to 3 minutes each and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the American Canyon Fire Protection District Board on items on the Agenda should comment via email prior to the start of the meeting. The American Canyon Fire Protection District Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the American Canyon Fire Protection Board does not respond to public comment at this time. Speakers are asked to please speak clearly, and provide their name. Any handouts for distribution to the American Canyon Fire Protection District Board must be emailed by 3:00 p.m. on meeting day.

AGENDA CHANGES

The Chair/Board of Directors may change the order of the Agenda or request discussion of a Consent Item. A member of Public may request discussions of a Consent Item by completing a Speaker's Card and presenting it to the Fire Executive Assistant prior to Public Comment.

CONSENT CALENDAR

2. **Minutes of July 26, 2022**

Recommendation: Approve the [Minutes](#) of July 26, 2022

3. **Minutes of August 3, 2022**

Recommendation: Approve the [Minutes](#) of August 3, 2022

4. **[AB 361 In Person and Remote Teleconferenced Meetings - September 1, 2022 - September 30, 2022.](#)**

Recommendation: Adopt a [Resolution](#) due to continuing conditions of a state of emergency caused by the COVID-19 Pandemic, District meetings will be held as hybrid or in-person meetings with the option to attend by teleconference/video conference or in-person meetings of legislative bodies of the American Canyon Fire Protection District for the period of September 1, 2022 through September 30, 2022 pursuant to Brown Act Provisions.

PUBLIC HEARINGS

None

BUSINESS

5. **[Adopt Resolution No. 2022-20 Authorizing Execution of a Lease/Purchase Agreement with Bank of America in an amount not to exceed \\$1,842,000 and approving related documents and actions.](#)**

Recommendation: Adopt Resolution No. 2022-20 Authorizing Execution of a Lease/Purchase Agreement with Bank of America in an amount not to exceed \$1,842,000 and approving related documents and actions.

6. **[Adopt Resolution No. 2022-21 Approving the Proposed Master Equity Lease Agreement between the American Canyon Fire Protection District and Enterprise Fleet Management. The term "Enterprise Fleet Management" is a collective reference to "Enterprise FM Trust, a Delaware statutory trust and Enterprise Fleet Management, Inc., a Missouri Corporation.](#)**

Recommendation: Adopt Resolution No. 2022-21 Approving the Proposed Master Equity Lease Agreement between the American Canyon Fire Protection District and Enterprise Fleet Management.

FIRE CHIEF ORAL REPORT

CHAIR/BOARD COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

The Chair and Board of Directors may comment on matters of public concern and announce matters of public interest; no collective Board action will be taken.

ADJOURNMENT

CERTIFICATION

I, Geoff Belyea, District Fire Chief, do hereby declare that the foregoing Agenda of the American Canyon Fire District Board was posted in compliance with the Brown Act prior to the meeting date.

Geoff Belyea, Fire District Chief

American Canyon Fire Protection District

Board Meeting

ACTION MINUTES

July 26, 2022

PUBLIC ADDRESS – CLOSED SESSION 5:30 P.M.

CLOSED SESSION ROLL CALL

Present: Chairman Leon Garcia, Vice-Chair Mariam Aboudamous, Board Members Mark Joseph, and Pierre Washington

Absent: David Oro

5:30 P.M. CLOSED SESSION

- 1. Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code Section 54956.9 (d) (2); and, Two Matters**

6:30 P.M. OPEN SESSION

CALL TO ORDER

Chairman Garcia called the Meeting to Order at 6:50 p.m.

PLEDGE OF ALLEGIANCE

Chairman Garcia led the Pledge of Allegiance

ROLL CALL

Present: Chairman Leon Garcia, Vice-Chair Mariam Aboudamous, Board Members Mark Joseph, and Pierre Washington

Absent: David Oro

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

District Counsel, William D. Ross provided an oral report on Closed Session. The Board convened in Open Session at 5:32 p.m. via Zoom, where appropriate. Board Member Oro was absent. It was ascertained that there were no comments on the Closed Session Agenda and adjourned to address those matters agendaized at 5:32 pm. With respect to each of the matters considered under the Closed Session item, there was no reportable action under the Common Law Attorney Client Privilege provided by Government Code Section 54956.9(d)(2). Closed Session concluded at 6:43 p.m.

PROCLAMATIONS AND PRESENTATIONS

None

Public Comment

None

AGENDA CHANGES

None

CONSENT CALENDAR

Action: Motion to approve CONSENT CALENDAR made by Board Member Mark Joseph, seconded by Board Member Pierre Washington, and CARRIED by roll call vote.

Ayes: Chairman Leon Garcia; Vice-Chair Mariam Aboudamous; Board Members Mark Joseph; and Pierre Washington

Nays: None

Abstain: None

Absent: Board Member David Oro

2. Approve June 28, 2022, Fire District Minutes.

Action: Approved the minutes from the Fire District Board Meeting of June 28, 2022.

3. AB361 In-Person and Remote Teleconferenced Meetings – July 1 – August 31, 2022.

Action: Adopted Resolution approving District meetings to be held as hybrid or in-person meetings with the option to attend by teleconference/video conference or in-person meetings of legislative bodies of the American Canyon Fire Protection District for the period of July 1, 2022, through August 31, 2022, pursuant to Brown Act Provisions.

4. District Counsel Closed Session Report of May 24, 2022, Fire District Board Meeting.

PUBLIC HEARINGS

None

BUSINESS

None

FIRE CHIEF REPORT

Chief Belyea welcomed Chief Comisky’s return to the District as Interim Assistant Chief. Chief Belyea provided an update on the Firefighter/Firefighter with Paramedic License recruitment.

CHAIR/BOARD COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

Board Member Joseph requested an update on the fires in Northern California. Chief Belyea reported that the Oak Fire in Northern California has burned approximately 18,000 acres.

ADJOURNMENT

Meeting was adjourned at 7:04 p.m.

CERTIFICATION

Geoff Belyea,
District Fire Chief/District Clerk

American Canyon Fire Protection District
Special Board Meeting

ACTION MINUTES

August 3, 2022

PUBLIC ADDRESS – CLOSED SESSION 5:00 P.M.

CLOSED SESSION ROLL CALL

Present: Chairman Leon Garcia, Vice-Chair Mariam Aboudamous, Board Members Mark Joseph, David Oro, and Pierre Washington

Absent: None

5:00 P.M. CLOSED SESSION

- 1. Matters Relating to Public Employment – Pursuant to Government Code Section 54957(b)
Position: Staffing Personnel Matters;**
- 2. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code Section 54956.9 (d) (2); and,
One Matter**

5:30 P.M. OPEN SESSION

CALL TO ORDER

Chairman Garcia called the Meeting to Order at 5:30 p.m.

PLEDGE OF ALLEGIANCE

Chairman Garcia led the Pledge of Allegiance

ROLL CALL

Present: Chairman Leon Garcia, Vice-Chair Mariam Aboudamous, Board Members Mark Joseph, David Oro, and Pierre Washington

Absent: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

District Counsel, William D. Ross provided an oral report on Closed Session. The Board convened in Open Session at 5:00 p.m. to address the matters in Closed Session which occurred immediately after convening in Open Session. With respect to the first matter, there is reportable action, but will be affected in your action on Open Business Item number 3. With respect to the second item, there is no reportable action under the Common Law Attorney Client Privilege provided by Government Code Section 54956.9(d)(2). Closed Session concluded at 5:26 p.m.

PROCLAMATIONS AND PRESENTATIONS

None

Public Comment

None

AGENDA CHANGES

None

Consent Calendar

None

PUBLIC HEARINGS

None

BUSINESS

- 3. Resolution Determining the Disability Retirement of Fire Captain/Paramedic Joshua Cordeiro, a District Safety Employee Covered by Contract with the California Public Employees Retirement System.**

Action: Motion to approve Resolution 22-18 Determining the Disability Retirement of Fire Captain/Paramedic Joshua Cordeiro, a District Safety Employee Covered by Contract with the California Public Employees Retirement System made by Board Member Joseph, Seconded by Board Member Washington and CARRIED by roll call vote.

Ayes: Chairman Leon Garcia; Vice-Chair Mariam Aboudamous; Board Members Mark Joseph; and David Oro; and Pierre Washington

Nays: None

Abstain: None

Absent: None

FIRE CHIEF REPORT

Chief Belyea stated that it was his first National Night Out. He enjoyed the different block parties within the City. Both Chief Belyea and Assistant Chief Comisky have been engaged this week in Chief Interviews with the Firefighter candidates. Interviews will conclude on Friday, August 5th and conditional offers will be made. The Orientation Firefighter Academy will begin September 19th with those individuals being on the line and available to be a part of our minimum staffing on October 16th.

CHAIR/BOARD COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

Chair Garcia stated he enjoyed the National Night Out event.

ADJOURNMENT

Meeting was adjourned at 5:44 p.m.

CERTIFICATION

Geoff Belyea,
District Fire Chief/District Clerk



TITLE

AB 361 In Person and Remote Teleconferenced Meetings - September 1, 2022 - September 30, 2022.

RECOMMENDATION

Adopt a [Resolution](#) due to continuing conditions of a state of emergency caused by the COVID-19 Pandemic, District meetings will be held as hybrid or in-person meetings with the option to attend by teleconference/video conference or in-person meetings of legislative bodies of the American Canyon Fire Protection District for the period of September 1, 2022 through September 30, 2022 pursuant to Brown Act Provisions.

CONTACT

Geoff Belyea, Fire Chief

William D. Ross, District Counsel

BACKGROUND & ANALYSIS

On May 24, 2022, the District Board of Directors voted to hold the Fire District Board Meetings on an in-person basis. However, due to the rise of the COVID-19 Pandemic, the District Board voted unanimously 5-0 at the June 28, 2022 Fire Board Meeting to return to a hybrid meeting format (both In-Person and Teleconference) effective immediately. Prior to the June 28th meeting the District had met by Zoom teleconference, as did the City of American Canyon as allowed by Executive Order N-29-20 which technically expired on September 30, 2021. Assembly Bill 361, which was approved by the Governor on September 16, 2021, allows local agencies such as the District to continue to meet by Zoom teleconference, provided that certain conditions are met.

The effect of Executive Order N-29-20 was to suspend certain provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 et seq.), which only allowed remote teleconference participation by District Board Members through a posting process at that Legislative body's physical location, with agenda provisions indicating that location with a requirement that it be accessible to the public.

Enclosed is a District Board Resolution which would comply with the provisions of AB 361 to reinstate Zoom meetings of the District Board, effective September 1, 2022 while also permitting in-person meetings. This "hybrid" style of meeting continues to promote social distancing by allowing

members of the Board and members of the public to participate in the manner in which the feel most safe, thereby promoting public participation while simultaneously protecting vulnerable members of the public, such as those with compromised immune systems.

The ability to continue to meet by Zoom, even in conjunction with Open Meetings, can be accomplished by the District Board provided that monthly resolutions, as amended are enacted with provisions referencing appropriate confirmation of declared emergencies are described.

Stated plainly, the Board must enact a "361 Resolution" at each meeting of the District Board to allow the Zoom teleconference procedure to continue with the scheduled in-person meetings.

Changes to the initial Agenda page of the Board will also change as the means for the public to participate via continued Zoom teleconference will have to be described consistent with the AB 361 procedures rather than Executive Order N-29-20. These changes indicate that, pursuant to this authority, members of the public and members of the District Board may continue to participate by Zoom video/teleconferencing, or alternatively participate in person at the designated physical meeting location.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Public Safety: "Ensure American Canyon remains a safe community."

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

ATTACHMENTS:

[Resolution 2022-19 Implementing AB 361](#)

RESOLUTION NO. 2022-19

A RESOLUTION OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY EXISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING IN-PERSON OR REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT FOR THE PERIOD SEPTEMBER 1, 2022 THROUGH SEPTEMBER 30, 2022, PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the American Canyon Fire Protection District (“District”) is committed to preserving and nurturing public access and participation in meetings of the American Canyon Fire Protection District Board of Directors (“Board”);

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business;

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions;

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

WHEREAS, that proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters;

WHEREAS, that proclamation also requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, emergency conditions exist in the District, specifically, a State of Emergency has been proclaimed by Governor Newsom on March 4, 2020, proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, during the COVID-19 pandemic, the District Board has conducted remote, teleconferenced, or socially distanced meetings, consistent with the Governor’s Executive Orders promoting social distancing, with an exception on June 28, 2022;

WHEREAS, consistent with AB 361, as a condition of extending the use of the provisions found in Government Code Section 54953(e), the District Board must reconsider the circumstances of the state of emergency that exists in the District, and the District Board has done so;

WHEREAS, due to the emergence of new variants of COVID-19, such as Delta Variant and the BA-5 Variant, followed by the surging of the Omicron Variant of COVID-19, not all members of the public may feel safe to participate personally at in-person meetings;

WHEREAS, the District Board has determined that conducting “hybrid” style meetings with the option for members of the public and members of the Board of Directors to attend either virtually or in person would allow participation in a manner in which individuals feel most safe, thereby promoting public participation while simultaneously promoting social distancing and protecting vulnerable members of the public, such as those with compromised immune systems;

WHEREAS, as a consequence of the local emergency, the District Board does hereby find that the legislative bodies of the District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and,

WHEREAS, the District is providing teleconference access via a conference phone-line number to the meetings to ensure public access.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF AMERICAN CANYON FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Exists. The District Board hereby proclaims that a local emergency now exists throughout the District, and the surging Delta Variant of COVID-19 followed by the surging of the Omicron and BA-5 Variant of COVID-19 would present an imminent risk to meeting in person.

Section 3. Ratification of Governor’s Proclamation of a State of Emergency. The District Board hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference and In-Person Meetings. The staff and legislative bodies of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings by remote teleconference and in-person in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of September 30, 2022 or such time the District Board adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED and **ADOPTED** at a Special scheduled meeting of the District Board of the American Canyon Fire Protection District held on the 23rd day of August, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel



TITLE

Adopt Resolution No. 2022-20 Authorizing Execution of a Lease/Purchase Agreement with Bank of America in an amount not to exceed \$1,842,000 and approving related documents and actions.

RECOMMENDATION

Adopt Resolution No. 2022-20 Authorizing Execution of a Lease/Purchase Agreement with Bank of America in an amount not to exceed \$1,842,000 and approving related documents and actions.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

At the June 13, 2022, Facilities Finance Committee meeting, staff presented an accelerated fleet purchase program to replace two aging Type I fire engines that are becoming increasingly expensive to maintain and difficult to keep in service. The lease program received favorable consideration from the Finance Committee, and ultimately from the entire Board at the June 28, 2022, budget meeting. Staff then initiated the lease purchase financing proceedings and authorized Brandis Tallman, A Division of Oppenheimer & Co Inc., to distribute RFPs to potential lenders. District staff reviewed the results of the RFP process with Brandis Tallman on August 4, 2022, and selected Bank of America as the lender for the equipment. Bank of America, at 2.536% provided the lowest rate option for the 2022 financing with an interest rate lock through 9/16/22.

A copy of the Bank of America Master Equipment Lease/Purchase Agreement and related documents are on file with the District Clerk and available for inspection upon request.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Public Safety: "Ensure American Canyon remains a safe community."

FISCAL IMPACT

The cost of the two replacement engines is \$1,674,833, plus related safety equipment ("upfitting") not available from the engines being replaced. The engine cost is net of the cooperative purchasing discount, prepayment discount and multi-unit discount. The seven-year term of the lease calls for

semi-annual payments of approximately \$145,620; or \$291,240 per year on average. Staff had anticipated an interest rate of 3.5%, with average annual payments of \$313,000 over the seven-year lease period. The lease payments will be made from the Fleet, Facilities & Equipment Fund with no anticipated impact on the General Operations Fund.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution 2022-20](#)
2. [Exhibit A_Pricing Proposal from Golden State Fire Apparatus](#)
3. [Exhibit B_Bank of America Summary of Terms and Conditions](#)
4. [Exhibit C_Summary of Proposals - American Canyon FPD](#)

RESOLUTION NO. 2022-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT APPROVING LEASE FINANCING IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,842,000 TO FINANCE THE ACQUISITION OF FIRE PROTECTION EQUIPMENT, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED AGREEMENTS AND APPROVING RELATED MATTERS

WHEREAS, the American Canyon Fire Protection District (the "District") is authorized by the laws of the State of California to purchase, acquire and lease equipment and other personal property for the benefit of the District and to enter into contracts with respect thereto; and

WHEREAS, the District has determined to acquire equipment to be used for fire protection purposes of the District, consisting generally of Type 1 Pierce 1500 gpm engines (the "Equipment"); and

WHEREAS, in order to finance the cost of acquisition of the Equipment the District has proposed to execute and deliver a Master Equipment Lease/Purchase Agreement (the "Lease Purchase Agreement") between the District and Bank of America, National Association (the "Lessor"), the form of which is on file with the District Clerk; and

WHEREAS, amounts provided for the funding of the Equipment will be deposited and administered pursuant to the provisions of an Escrow and Account Control Agreement dated (the "Escrow Agreement"), among the District, the Lessor and the escrow agent named therein; and

WHEREAS, in accordance with Government Code Section 5852.1, the District has obtained and wishes to disclose certain financial information relating to the execution and delivery of the Lease Purchase Agreement as set forth in Appendix A hereto; and

WHEREAS, the execution and delivery of the Lease Purchase Agreement will be in compliance with the Debt Issuance and Management Policy which has been adopted by the Board of Directors of the District (the "Board"); and

WHEREAS, the Board wishes at this time to approve and authorize the execution and delivery of the Lease Purchase Agreement, the Escrow Agreement and all related agreements and documents, for the purpose of providing funds to finance the acquisition of the Equipment in furtherance of the public purposes of the District;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the American Canyon Fire Protection District as follows:

Section 1. Recitals. The Board of Directors hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Approval of Financing Documents. The form, terms and provisions of the Lease Purchase Agreement and the Escrow Agreement are hereby approved in substantially the respective forms on file with the District Clerk, with such insertions, omissions and changes as shall be approved by the Fire Chief of the District, provided that the execution and delivery of the final form of the Lease Purchase Agreement and the Escrow Agreement by the District shall be conclusive evidence of the approval of any such insertions, omissions and changes thereto. The aggregate principal amount of the Lease Purchase Agreement shall not exceed \$1,842,000

and the interest rate used to calculate the interest component of the rental payments payable under the Lease Purchase Agreement shall be equal to 2.563%. The Chairman and the Fire Chief are each hereby authorized and directed on behalf of the District to execute the final form of the Lease Purchase Agreement and the Escrow Agreement and any related exhibits attached thereto, and to deliver the Lease Purchase Agreement and the Escrow Agreement to the respective parties thereto.

Section 3. Other Actions Authorized. The President, the Fire Chief, the Assistant Fire Chief, the Fire Executive Assistant/Office Administrator, the District Clerk and all other officers of the District are each authorized and directed in the name and on behalf of the District to take all action necessary or reasonably required by the parties to the Lease Purchase Agreement and the Escrow Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of any certificates, agreements, disbursement requests and any tax certifications as contemplated in the Lease Purchase Agreement and the Escrow Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease Purchase Agreement and the Escrow Agreement. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on behalf such officer in the event such officer is absent or unavailable.

Section 4. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 23rd day of August, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Leon Garcia
Chairman, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Geoff Belyea
Fire Chief/District Clerk

William D. Ross
District Counsel
American Canyon Fire Protection District

APPENDIX A

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Lease Purchase Agreement
(Estimated): 2.562%
2. Finance charge of the Lease Purchase Agreement, being the sum of all
fees and charges paid to third parties (Estimated): \$42,000
3. Proceeds of the Lease Purchase Agreement expected to be received by
the District for the Equipment (Estimated): \$1,800,000
4. Total Repayment Amount for the Lease Purchase Agreement through
the final maturity thereof (Estimated): \$2,038,638



GOLDEN STATE

FIRE APPARATUS

PROPOSAL PREPARED FOR

American Canyon FPD
Pierce Manufacturing, Inc.
Enforcer Type 1 Engine
Sourcewell Member #197071
Sourcewell Product ID: 259
August 10, 2022

SALES CONSULTANT

Jon Bauer
Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
530.351.2151 Cell
jbauer@goldenstatefire.com

PARTS, SERVICE & SUPPORT

Golden State Emergency Vehicle Service, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
parts@goldenstatefire.com

PROPOSAL PREPARED FOR:

American Canyon Fire Protection District

911 Donaldson Way E

American Canyon, CA 94503

Submitted Date:	August 10, 2022
Proposal Number:	50810-22
Expiration Date:	September 9, 2022
Sales Consultant:	Jon Bauer

Pursuant to this proposal (the "Proposal"), Golden State Fire Apparatus, Inc. ("GSFA") hereby proposes to furnish the **AMERICAN CANYON FIRE PROTECTION DISTRICT** ("Customer"), the following fire apparatus and equipment, hereinafter called the "Product":

**100% PRE-PAYMENT OPTION
PAYMENT DUE WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF ORDER**

#	Description	Unit Price	Unit Price
A	Enforcer Type 1 Engine	\$836,436.98	\$836,436.98
B	Discount For Sourcewell Consortium Purchase	(\$7,135.00)	(\$7,135.00)
C	Discount For 100% Pre-Payment	(\$41,263.36)	(\$41,263.36)
D	Discount For Two Unit Purchase	(\$10,863.84)	(\$10,863.84)
	7.75% State Sales Tax	\$60,231.05	\$60,231.05
	California Tire Fee	\$10.50	\$10.50
	Sub Total	\$837,416.33	\$837,416.33
	GRAND TOTAL		\$1,674,832.66



PROPOSAL SUMMARY

This Proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment
- Third party performance bond
- Pre-construction conference at customer location
- Factory final inspection
- Pre-delivery inspection/services by GSFA
- Delivery to GSFA service center in Sacramento
- Final delivery from service center to Customer
- Demonstration and familiarization of the Product
- California Tire Fee

PRODUCT COMPLETION

The Product shall be built in accordance with the specifications hereto attached within approximately **810 to 840** calendar days after Customer's acceptance of this Proposal, subject to the force majeure provisions contained in the Purchase Agreement (defined below). The Purchase Agreement shall further describe the delivery schedule for the Product.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **AMERICAN CANYON, CALIFORNIA**. Prior to final delivery of the Product to Customer, Customer agrees to provide proof of liability and physical damage insurance to GSFA. GSFA shall not deliver the Product until such proof of insurance is provided.

ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. All purchase orders shall be made out to GSFA. GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

1. Payment Terms, 100% Pre-Payment – Customer shall pay 100% of the Grand Total, within 15 calendar days of Contract Signing to GSFA. It is the responsibility of the Customer to have full payment ready within this timeframe. If payment is late or delivery is delayed pending payment, a daily finance charge of \$150.00 and a daily storage fee of \$50.00 may apply until such payment is received. Due to insurance liability, the Product(s) will not be left at the Customer's location without full acceptance and payment or prior written agreement between the Customer and GSFA.

2. Multiple Unit Purchase – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.

3. Stock / Demo Units – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo units shall obtain said units.

4. Order Changes – The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.

5. Force Majeure – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

6. Cancellation/Termination – In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.

7. State Sales Tax – Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.

8. Proposal Expiration – After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.

9. Governing Law – This Proposal is to be governed by and under the laws of the state of California.



**GOLDEN
STATE**
FIRE APPARATUS

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,

Jon Bauer

Golden State Fire Apparatus, Inc.

I, _____ authorized representative of **AMERICAN CANYON FIRE PROTECTION DISTRICT** agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: _____

TITLE: _____

DATE: _____

Jill M. Forsyth
Senior Vice President
Global Leasing

14636 N. Scottsdale Road, Suite #250
Scottsdale, AZ 85254
T 480.624.0369 F 415.796.1301
jill.m.forsyth@BofA.com

SUMMARY OF TERMS AND CONDITIONS

- Date:** August 2, 2022
- Lessee:** American Canyon Fire Protection District (“Lessee”)
- Lessor:** Bank of America, National Association or Designee
- Structure:** Lease Purchase with appropriation: Bank Qualified
- Amount:** Approximately \$1,850,000
- Security:** A security interest in the equipment being financed: Fire Apparatus
- Interest Rate:** **7 years: 2.563%**
- This rate is inclusive of a 45- day rate lock per the RFP requirements and the Lessee **must** notify the Lessor of its intent to award the transaction by August 8, 2022 (subject to Board approval). The interest rate is locked through 9/16/22. If the transaction does not fund by this date, the rate is subject to change based on market conditions.
- Payments:** The amortization has been presented below. If changes are desired, this can be accommodated but the rate may be subject to change to maintain the economics.
- Prepayment:** Pre-payable in full after half of the term on any regularly scheduled payment date without penalty.
- Governmental Entity Lease:** The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a City or political subdivision of a City within the meaning of Section 103(c) of the Internal Revenue Code (the “Code”), and that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status. Lessee shall comply with the filing requirements of Section 149(e) of the Code.

“Bank of America” is the marketing name used by certain Global Banking and Global Markets businesses of Bank of America Corporation. Lending, leasing, equipment finance and other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Banc of America Public Capital Corp, a wholly-owned subsidiary of Bank of America, National Association, is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, with respect to any municipal financial product or issuance of municipal securities. The information provided in this document is not intended to be and should not be construed as “advice” with the meaning Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. © 2019 Bank of America Corporation. All rights reserved.

End of Term: At the expiration of the Lease Term, Lessee will own the equipment.

Opinion of Counsel: Lessee's counsel shall deliver a validity opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will cover that counsel has reviewed the documents and examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease.

Documentation: BAPCC has Bank Qualified Standard documents that can be provided to the city for its review.

With fire apparatus, payment will likely be made to the vendor/dealer upfront in order for American Canyon Fire Protection District to obtain optimal pricing. Therefore, a performance bond will be required which will protect both the Lessor and Lessee in the event of non-performance.

Credit: Subject to acceptable documentation and credit review. This process can be done timely upon an award.

Market

Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing.

USA Patriot Act Compliance:

Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the "Patriot Act"), Lessor is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act.

Proposal Expiration:

This proposal will expire on September 30, 2022

Amortization Schedule

Date	Funding	Payment	Interest @ 2.5630	Principal	Balance
-----	-----	-----	-----	-----	-----
9/8/2022	\$1,850,000.00				\$1,850,000.00
6/1/2023		\$138,639.66	\$34,639.66	\$104,000.00	\$1,746,000.00
12/1/2023		\$143,374.99	\$22,374.99	\$121,000.00	\$1,625,000.00
6/1/2024		\$143,824.38	\$20,824.38	\$123,000.00	\$1,502,000.00
12/1/2024		\$144,248.13	\$19,248.13	\$125,000.00	\$1,377,000.00
6/1/2025		\$144,646.26	\$17,646.26	\$127,000.00	\$1,250,000.00
12/1/2025		\$145,018.75	\$16,018.75	\$129,000.00	\$1,121,000.00
6/1/2026		\$146,365.62	\$14,365.62	\$132,000.00	\$989,000.00
12/1/2026		\$146,674.04	\$12,674.04	\$134,000.00	\$855,000.00
6/1/2027		\$146,956.83	\$10,956.83	\$136,000.00	\$719,000.00
12/1/2027		\$148,213.99	\$9,213.99	\$139,000.00	\$580,000.00
6/1/2028		\$148,432.70	\$7,432.70	\$141,000.00	\$439,000.00
12/1/2028		\$149,625.79	\$5,625.79	\$144,000.00	\$295,000.00
6/1/2029		\$149,780.43	\$3,780.43	\$146,000.00	\$149,000.00
12/1/2029		\$150,909.44	\$1,909.44	\$149,000.00	\$0.00
	-----	-----	-----	-----	
	\$1,850,000.00	\$2,046,710.96	\$196,710.96	\$1,850,000.00	

KEY INDIVIDUALS INVOLVED WITH AMERICAN CANYON FIRE PROTECTION DISTRICT

The two key individuals that support American Canyon Fire Protection District with its equipment financing lease needs are Jill Forsyth and Lisa Coggi. Jill is a government leasing expert that has been in the municipal business for over 30 years. She has prepared term sheet response and is ultimately responsible for this relationship. Jill is supported by her team of experts; Lisa Coggi, who is her transaction manager and handles the coordination of documents and timing with the operation staff. She has vast operational experience and is a member of the Missouri Bar Association.

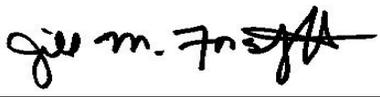
Banc of America Public Capital Corp will commit the necessary resources to the District so that the financing schedules are handled timely and efficiently. All of the personnel from operations to legal, support the public- sector are very experienced to insure a smooth process. Customer assistance can be obtained from 6 AM to 6 PM when you consider the customer service area located in Tucker, GA (east coast time) and the documentation folks in San Francisco (west coast time).

Jill M. Forsyth: Senior Vice President, Banc of America Public Capital Corp
14648 North Scottsdale Road, Suite 250; Scottsdale, AZ 85254; Phone: 480-624-0369
jill.m.forsyth@bofa.com

Jill is a Senior Vice President Banc of America Public Capital Group and is responsible for tax-exempt equipment transactions in the Western and Central portions of the US. Jill works directly with issuers including cities, counties, school districts, City governments and agencies, to structure unique solutions to finance equipment and provides master lease lines of credit. Jill has over twenty-five years of experience in the tax-exempt leasing industry and resides in Arizona. She joined Banc of America Public Capital Corp sixteen years ago after over 20+ years with JP Morgan Chase. Jill has received both her undergraduate and Master of Business degrees from Arizona State University.

Lisa Coggi: Senior Vice President – Transaction Management, Banc of America Public Capital Corp
16900 Chesterfield Airport Road, Chesterfield, MO 63005 Phone: 312-537-6773
lisa.a.coggi@bofa.com

Lisa is a Senior Vice President, Transaction Management with the Banc of America Public Capital Corp (“BAPCC”) Government Finance team. In that role, Lisa is responsible for acting as liaison between clients and internal BAPCC support services. Lisa joined Bank of America in 2006 after previously working with organizations such as Key Equipment Finance and The CIT Group. Lisa has in excess 24 years of experience in equipment finance in lease administration, originations, relationship management and process improvement roles. Lisa has earned her Bachelor of Arts degree from Loyola University–Chicago and her Juris Doctor degree from Saint Louis University School of Law, and she is a member of the Missouri Bar Association.



**American Canyon Fire Protection District
2022 Equipment Lease Financing
Summary of Proposals Received
August 3, 2022**



	<u>Bank of America</u>	<u>Bank of the West</u>	<u>Cal Bank and Trust</u>	<u>Capital One</u>	<u>Community Leasing Partners</u>
Interest Rate:	2.563%	4.00%	3.15%	4.10%	3.49%
Rate Lock Terms:	Locked through 9/16/22		Locked for 30 days	Locked through 9/8/22 upon receipt of final numbers	Locked through September 30th
Prepayment Terms:	Callable in whole on any pmt date on or after 6/1/26 at par	Callable on any date Years 1-2 at 101%, thereafter at par	Callable at any time at par	Callable in whole on any date on or after 12/1/26 at par	Callable in whole on any pmt date beginning 12/1/23 at 101.25%
Costs(1):					
Bank Counsel:	None	None	None	\$3,500	None
Proposal Expiration:	August 8, 2022	August 31, 2022		August 12, 2022	September 16, 2022

(1) Additionally, bond counsel, placement agent, and miscellaneous costs apply.

In addition, the following banks declined to submit a bid:

CoBank	Pacific Western Bank	Westamerica Bank
First Foundation	Signature Bank	Western Alliance Bank
Five Star Bank	Truist Bank	
JPMorgan Chase	Umpqua Bank	

Estimated Closing Date: September 8, 2022
Approximate Principal Amount : \$1,850,000
Final Maturity: December 1, 2029
Average Life: 4.149 Years

**American Canyon Fire Protection District
2022 Equipment Lease Financing
Summary of Proposals Received
August 3, 2022**



	<u>Kansas State Bank</u>	<u>Key Bank</u>	<u>Municipal Finance Corp</u>	<u>Pinnacle</u>	<u>Webster Bank</u>
Interest Rate:	3.92%	3.25%	3.05%	3.21%	2.96%
Rate Lock Terms:	Locked through 9/8/22	(Indicative pricing only)		Locked through 9/8/22	Locked through 9/15/22
Prepayment Terms:	Callable at any time at par		Callable on any date on or after 6/1/26 at 102%	Callable in whole on any pmt date at 102%	Callable in whole on any pmt date Year 3 at 101% Thereafter at par
Costs(1):					
Bank Counsel:				\$3,000	None
Documentation Fee:			\$7,500		
Proposal Expiration:			August 8, 2022		August 12, 2022

(1) Additionally, bond counsel, placement agent, and miscellaneous costs apply.

In addition, the following banks declined to submit a bid:

CoBank	Pacific Western Bank	Westamerica Bank
First Foundation	Signature Bank	Western Alliance Bank
Five Star Bank	Truist Bank	
JPMorgan Chase	Umpqua Bank	

Estimated Closing Date: September 8, 2022
Approximate Principal Amount : \$1,850,000
Final Maturity: December 1, 2029
Average Life: 4.149 Years



TITLE

Adopt Resolution No. 2022-21 Approving the Proposed Master Equity Lease Agreement between the American Canyon Fire Protection District and Enterprise Fleet Management. The term “Enterprise Fleet Management” is a collective reference to “Enterprise FM Trust, a Delaware statutory trust and Enterprise Fleet Management, Inc., a Missouri Corporation.

RECOMMENDATION

Adopt Resolution No. 2022-21 Approving the Proposed Master Equity Lease Agreement between the American Canyon Fire Protection District and Enterprise Fleet Management.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District has historically purchased and owned all fleet vehicles. The District maintains a fleet of vehicles by utilizing local outside maintenance vendors which include repairs on light, medium, and heavy-duty vehicles. The District owns five (5) light and medium duty passenger vehicles and the average age of these vehicles are twelve (12) years old and four (4) of our units exceed 70,000 miles.

The District’s fleet has not been replaced on a regular basis, and maintaining an aging fleet has increased the cost of repairs, the frequency of repairs, and the amount of time the vehicles are out of service. It is important that the District brings its aging fleet back into one that is modern and of the right composition for today’s needs. The District currently owns the vehicles listed below:

Year	Make/Model	Age	Mileage	Approximate Annual Mileage
2001	Ford F-250	21	71,398	3,400
2007	Ford F-150	15	105,090	7,000
2011	Ford F-150	11	76,230	7,000
2015	Hyundai Tucson	7	27,135	3,800
2016	Ford F-150	6	86,744	14,500

The District's agreement with Enterprise would encompass a 60-month term Lease on seven vehicles and a Maintenance Agreement, on two of these vehicles, and 15,000 annual miles per vehicle.

The proposed agreement includes the leasing of the following seven (7) vehicles:

- 1) 2023 Ford Escape – to replace the Hyundai Tucson (Staff vehicle)
- 2) 2023 Ford Escape - ACCERT (Incident Emergency Response, to be outfitted with amber lights)
- 3) 2023 Ford F250 – to replace the Ford 250 (Utility Vehicle)
- 4) 2023 Ford F250 - to replace the Ford F-150 (Utility Vehicle)
- 5) Ford Super Crew Cab – Battalion Chief Vehicle
- 6) 2023 Ford Explorer – to replace F-150 – Fire Chief Vehicle
- 7) 2023 Ford Explorer -to replace F-150 – Assistant Fire Chief Vehicle

Enterprise does not cover maintenance on emergency vehicles, therefore the only two vehicles that will be maintained by Enterprise will be the two Ford Escapes. The District would utilize the lease-maintenance vehicle replacement program for these two vehicles. A preliminary cost benefit analysis projects that fully funding a Lease-maintenance vehicle replacement program would be beneficial to the District by allowing the District to replace its entire light vehicle fleet by only expending approximately 35% of FY 22/23 budgeted Capital Outlay. The District utilizes local repair shops for its light duty maintenance and repairs, therefore utilizing Enterprise's full maintenance program would be an added benefit. Enterprise will assist with tracking and auditing the repairs, ensuring that the right repairs are done within the appropriate labor hours and eliminating shop upsell.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Public Safety: "Ensure American Canyon remains a safe community."

FISCAL IMPACT

Leasing will minimize the amount of large capital outlays necessary for purchasing vehicles and enable the District to secure a vehicle replacement. The monthly payments including maintenance for the two (2) Ford Escapes is \$ 5,384.57 or an annual cash outlay of \$ 64,614.84. If the District were to purchase these new seven vehicles, at a discounted rate, the amount would be \$ 277,525. At the end of the lease the estimated equity for the vehicles will be \$ 111,394.56, this money would then be applied to any unpaid balance of the lease or could be applied to the next 5-year lease cycle.

The District has budgeted in FY22-23 to purchase two command vehicles in the amount of \$180,000. The Enterprise Lease and Maintenance agreement will enable the District to have seven vehicles to accommodate its growing needs and replace its aging fleet within the next six to eight months and cost the District \$ 64,614.84 annually. Transitioning to the Enterprise Fleet Management Lease Program in FY 22/23 will result in the replacement of the District's entire light vehicle fleet (with an additional vehicle to support ACCERT) this year at while only expending approximately 35% of the

Capital Outlay budgeted for FY 22/23 to replace two light vehicles. The estimated value of the District's existing light vehicle fleet is approximately \$48,000, this money would be applied to the Enterprise Fleet Management Lease Program along with the transfer of District's current vehicles.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution 2022-21](#)
2. [American Canyon Fleet Synopsis](#)
3. [American Canyon Cash Outlay 2](#)
4. [Master Equity Lease Agreement - Government](#)
5. [Maintenance Management Agreement](#)
6. [Maintenance Agreement](#)

RESOLUTION NO. 2022-21

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
AMERICAN CANYON FIRE PROTECTION DISTRICT APPROVING
THE MASTER EQUITY LEASE AGREEMENT BETWEEN THE
AMERICAN CANYON FIRE PROTECTION DISTRICT AND ENTRPRISE
FLEET MANAGEMENT**

WHEREAS, the American Canyon Fire Protection District (the "District") has historically purchased and owned all fleet vehicles; and

WHEREAS, the District owns five light and medium duty passenger vehicles and the average age of these vehicles are ten years old and four of our units exceed 70,000 miles; and

WHEREAS, the District's fleet has not been replaced on a regular basis, and maintain an aging fleet increases the cost of repairs, the frequency of repairs, and the amount of time the vehicles are out of service; and

WHEREAS, the agreement would encompass a 60-month term Lease on seven vehicles and a Maintenance Agreement for two of these vehicles, 15,000 annual miles per vehicle; and

WHEREAS, Leasing will minimize the amount of large capital outlays necessary for purchasing vehicles and enable the District to secure a vehicle replacement program; and

WHEREAS, A preliminary cost benefit analysis projects that fully funding a Lease-maintenance vehicle replacement program would be beneficial to the District by allowing the District to replace its entire light vehicle fleet by only expending approximately 35% of FY 22/23 budgeted Capital Outlay.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the American Canyon Fire Protection District approve the Enterprise Fleet Management Lease Program, which is inclusive of agreements with the term "Enterprise Fleet Management" is a collective reference to "Enterprise FM Trust, a Delaware statutory trust and Enterprise Fleet Management, Inc., a Missouri Corporation.

PASSED, APPROVED AND ADOPTED this 23rd day of August, 2022, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

**Leon Garcia
Chairman, Board of Directors**

ATTEST:

APPROVED AS TO FORM:

**Geoff Belyea
Fire Chief/District Clerk**

**William D. Ross
District Counsel
American Canyon Fire Protection District**

Resolution 2022-21

American Canyon Fire Protection



FLEET SYNOPSIS | American Canyon Fire Protection

THE SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 60% of the light duty fleet is currently 8 years or older
- 12 years is the current average age of the fleet
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale

- Shorten the current vehicle life cycle from 12 years to 4-5 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

- Currently:
 - 3 vehicles predate Anti-Lock Brake standardization (2007)
 - 3 vehicles predate Electronic Stability Control standardization (2012)
 - *ESC is the most significant safety invention since the seatbelt*

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that American Canyon Fire Protection will reduce their fuel costs and reduce maintenance cost in the first year on fleet vehicles. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, American Canyon Fire Protection will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 113% above Commercial Value Index. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, American Canyon Fire Protection will be able to turn 100% of their vehicles into newer, safer, more efficient models.

PROGRAM RESOURCES | American Canyon Fire Protection

SAFETY

- 60% of all vehicles are older than 8 years of age and do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

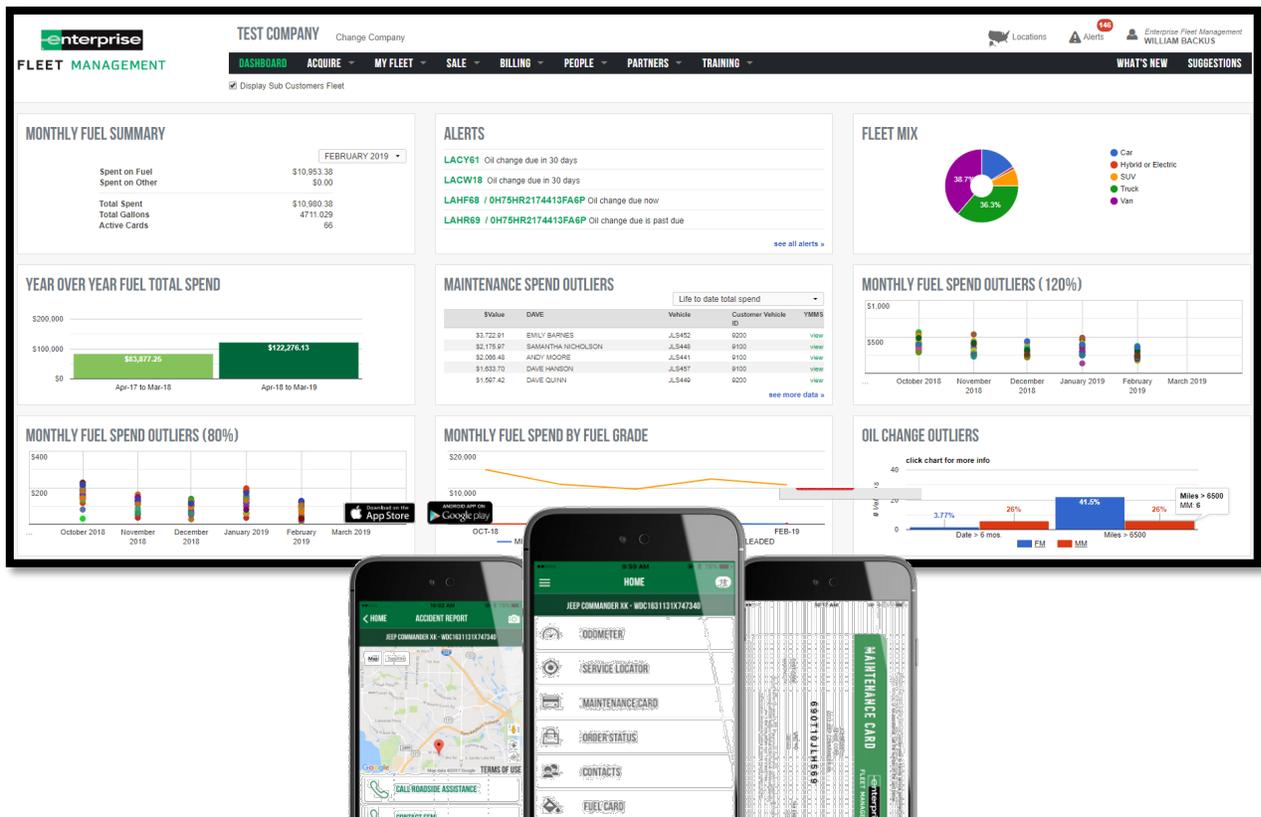
American Canyon Fire Protection will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 2-3 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | American Canyon Fire Protection

CURRENT PARTNERS

- City of American Canyon
- Napa Valley Balloons
- City of Suisun City, California
- City of Norwalk, California
- California Forestry & Vegetation Management
- City of San Jacinto, California
- City of Clearlake, California
- City of Houston Fire Department
- Alameda Fire Department
- Cox Fire Protection
- Coastal Fire Protection Co.
- 1800+ government entities in the U.S.



American Canyon Fire Protection

Cash Outlay - 2 Replacement Units- 60 Month Term - 15,000 Annual Miles

FLEET MANAGEMENT

Ideal Fleet Vehicles	Monthly Payment	Monthly Maintenance Rate	Quantity	Total Monthly Payment Including Maintenance	Annual Cash Outlay Including Maintenance
2023 Ford Escape S	\$584.92	\$45.42	2	\$1,260.68	\$15,128.16
2023 Ford F250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW	\$873.57	\$0.00	2	\$1,747.14	\$20,965.68
2023 Ford F150 XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB	\$738.71	\$0.00	1	\$894.85	\$10,738.20
2023 Ford Explorer Base 4dr 4x4	\$740.95	\$0.00	2	\$1,481.90	\$17,782.80

<i>Totals</i>	7	\$5,384.57	\$64,614.84
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Upfront Cash Outlay Based on Taxes and Down Payment

Ideal Fleet Vehicles	Title and Regist	Down Payment	AME Down Payment	Upfront Payment Per Vehicle	Total Upfront Payment (Based on Quantity)
2023 Ford Escape S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023 Ford F250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023 Ford F150 XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023 Ford Explorer Base 4dr 4x4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

<i>Total Upfront Cash Payment</i>	\$0.00
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Upfront \$0.00		
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* Vehicle Resale Estimates are Conservative, Sight Unseen and without full knowledge of AME

* Estimated Values of Disposals Based off today's value 6/15/2022

*Keep in mind all Equity Leases are subject to Property Tax annually

*This is 2022 pricing with a 10% markup due to 2023 pricing not being released yet

RBV= Reduced Book Value

FMV= Fair Market Value

Vehicle Type	Equity Per Unit	Total Equity at Term
2023 Ford Escape S	\$6,934.36	\$13,868.72
2023 Ford F250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW	\$18,762.60	\$37,525.20
Cab 5.5 ft. box 145 in. WB	\$17,567.20	\$35,134.40
2023 Ford Explorer Base 4dr 4x4	\$12,433.12	\$24,866.24
Total	\$55,697	\$111,394.56

MASTER EQUITY LEASE AGREEMENT

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

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

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

3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

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

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

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

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

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

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

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

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

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

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

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

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

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

11. INSURANCE:

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

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

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

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

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

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

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

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

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

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

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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

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

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

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

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

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

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

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

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

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and American Canyon Fire Protection District (the "Company").

WITNESSETH:

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

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

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

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

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM_____ Customer_____

8. **FEES:** EFM will charge the Company for the service under this Agreement \$ 10.00 per month per Card, plus a one time set-up fee of \$ 0.00.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

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

Company: American Canyon Fire Protection District

EFM: Enterprise Fleet Management, Inc.

By: _____

By: _____

Title: Geoff Belyea

Title: Regional Sales Manager

Address: 911 Donaldson Way E.
American Canyon, CA 94503

Address: 10401 Centrepark Drive #200
Houston, TX 77043

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

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

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

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

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

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

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

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

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Lessee _____