

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made and entered into this 8th day of January, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and EAN Services, LLC, a Delaware limited liability company, whose address is 600 Corporate Park Drive, St. Louis, MO 63105 ("Enterprise" or "ENTERPRISE").

WITNESSETH:

WHEREAS, COUNTY desires to maintain vehicle rental services with Enterprise according to terms and conditions established in the State of California's Department of General Services (DGS) Agreement #5159905 ("DGS Contract");

WHEREAS, COUNTY entered into Procurement Agreement Number 16-130-C, effective March 1, 2016 (the "Agreement"), pursuant to which ENTERPRISE agreed to provide vehicle rental services in accordance with the terms and conditions established in the DGS Contract; and

WHEREAS, COUNTY and CONTRACTOR entered into AMENDMENT NUMBER ONE (1), dated February 28, 2018 ("First Amendment") to revise exhibits "No. One", "A", "F", and "G" of the Agreement and extend the term for one additional year period, to expire February 28, 2019. The Agreement, as amended by this First Amendment, may be referred to collectively as the "Agreement";

WHEREAS, Enterprise is willing to extend vehicle rental services to COUNTY pursuant to the DGS Contract and the Agreement, which are attached and incorporated by this reference; and

WHEREAS, in light of the foregoing, COUNTY and Enterprise now wish to enter into this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties agree that the Agreement shall be further amended by this Second Amendment, and further agree as follows:

1. The MAXIMUM Section of the Agreement, as set forth on page one (1) of the Agreement, is deleted in its entirety and replaced with the following:

1  
2       “MAXIMUM: In no event shall services performed under this Agreement exceed five  
3       hundred thousand dollars (\$500,000) for the term of this Agreement, inclusive of renewal  
4       periods.”

- 5  
6       2. The following provision shall be inserted into page one (1) of the Agreement at the end of the  
7       Section called “EXTENSION”:

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9       “The General Services Agreement (GSA) 5159905 provides for three (3) one-year  
10       extensions: March 1, 2018 through February 28, 2019, March 1, 2019 through February 29,  
11       2020, and March 1, 2020 through February 28, 2021; the first of these extension periods  
12       has already been exercised. The COUNTY may act, with written agreement between  
13       Enterprise and the COUNTY, to utilize each of the latter two (2) extension periods. If all  
14       extension periods are exercised, this Agreement, as amended and extended, shall expire on  
15       February 28, 2021. The Director of Internal Services/Chief Information Officer or his or  
16       her designee is authorized to execute such written approval on behalf of COUNTY based  
17       on Enterprise’s satisfactory performance.”

- 18  
19       3. The following Section shall be inserted into page three (3) of the Agreement after the Section  
20       called “GOVERNING LAWS”, and shall be made a part of the Agreement. The referenced  
21       Attachment A shall be inserted at the end of the Agreement:

22  
23       “DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only applicable if  
24       Enterprise is operating as a corporation (a for-profit or non-profit corporation) or if during the  
25       term of this Agreement, Enterprise changes its status to operate as a corporation.

26  
27       Members of Enterprise’s Board of Directors shall disclose any self-dealing transactions  
28       that they are a party to while Enterprise is performing services under this Agreement. A

1 self-dealing transaction shall mean a transaction to which Enterprise is a party and in  
2 which one or more of its directors has a material financial interest. Members of the Board  
3 of Directors shall disclose any self-dealing transactions that they are a party to by  
4 completing and signing a Self-Dealing Transaction Disclosure Form (Attachment A) and  
5 submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
6 immediately thereafter.”  
7

8 COUNTY and Enterprise agree this Second Amendment is sufficient to amend the Agreement, and  
9 that upon execution of the Second Amendment, the Agreement, the First Amendment, and this Second  
10 Amendment shall together be considered the Agreement.

11 The Agreement, as Amended, is ratified and continued. All provisions, terms, covenants, conditions  
12 and promises contained in the Agreement and not amended herein shall remain in full force and effect.  
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1 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day  
2 and year first hereinabove written.

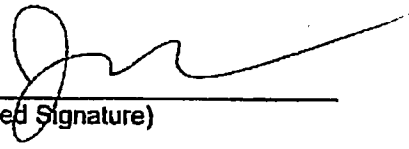
3  
4 EAN SERVICES, LLC

5   
6 (Authorized Signature)

7 Jason Clarke, Vice President and  
8 General Manager  
9 EAN Services, LLC  
Print Name & Title

10 600 Corporate Park Drive  
11 St. Louis, MO 63105-4204  
Mailing Address

12  
13 EAN SERVICES, LLC

14   
15 (Authorized Signature)

16  
17 Jay Golder, Assistant Secretary  
18 EAN Services, LLC  
Print Name & Title

19 600 Corporate Park Drive  
20 St. Louis, MO 63105-4204  
Mailing Address

21 FOR ACCOUNTING USE ONLY

22 FUND: 1000  
23 ORG No.: 8910  
Account No.: 7355

COUNTY OF FRESNO

  
Nathan Magsig,  
Chairman of the Board of Supervisors of  
the County of Fresno

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: 

Deputy

1 **ATTACHMENT A**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3 In order to conduct business with the County of Fresno (hereinafter referred to as  
4 "County"), members of a contractor's board of directors (hereinafter referred to as  
5 "County Contractor"), must disclose any self-dealing transactions that they are a party  
6 to while providing goods, performing services, or both for the County. A self-dealing  
7 transaction is defined below:

8 *"A self-dealing transaction means a transaction to which the corporation is a party and*  
9 *in which one or more of its directors has a material financial interest"*

10 The definition above will be utilized for purposes of completing this disclosure form.

11 **INSTRUCTIONS**

12 (1) Enter board member's name, job title (if applicable), and date this disclosure is  
13 being made.

14 (2) Enter the board member's company/agency name and address.

15 (3) Describe in detail the nature of the self-dealing transaction that is being  
16 disclosed to the County. At a minimum, include a description of the following:

17 a. The name of the agency/company with which the corporation has the  
18 transaction; and

19 b. The nature of the material financial interest in the Corporation's  
20 transaction that the board member has.

21 (4) Describe in detail why the self-dealing transaction is appropriate based on  
22 applicable provisions of the Corporations Code.

23 (5) Form must be signed by the board member that is involved in the self-dealing  
24 transaction described in Sections (3) and (4).

**(1) Company Board Member Information:**

	Date:	

**(2) Company/Agency Name and Address:**

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**(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):**

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**(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):**

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**(5) Authorized Signature**

Signature:		Date:	
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