

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Nationwide Vehicle Rental Services
Administered by the State of Oregon (hereinafter "Lead State")

MASTER AGREEMENT
 Enterprise Rent-A-Car and National Car Rental
 Master Agreement No: 9950
 (hereinafter "Contractor")

And

State of California/City of Costa Mesa
 (hereinafter "Participating State/Entity")

Page 1 of 5

1. **Scope:** This addendum covers the *Nationwide Vehicle Rental Services* led by the State of Oregon for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Agreement:**

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

- References to the State shall be construed as referring to the City of Costa Mesa ("City"), except where they specifically relate to the Master Agreement or to Oregon law.
- Section 17.0 is replaced by the following:

Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Nationwide Vehicle Rental Services
Administered by the State of Oregon (hereinafter "Lead State")

MASTER AGREEMENT
Enterprise Rent-A-Car and National Car Rental
Master Agreement No: 9950
(hereinafter "Contractor")

And

State of California/City of Costa Mesa
(hereinafter "Participating State/Entity")

Page 2 of 5

(c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Nationwide Vehicle Rental Services
Administered by the State of Oregon (hereinafter "Lead State")

MASTER AGREEMENT
Enterprise Rent-A-Car and National Car Rental
Master Agreement No: 9950
(hereinafter "Contractor")

And

State of California/City of Costa Mesa
(hereinafter "Participating State/Entity")

Page 3 of 5

Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

- Section 22.1 is modified to replace "State of Oregon" with "State of California."
- Section 22.2 is modified to replace "Circuit Court of Marion County of the State of Oregon" with "Superior Court of California, County of Orange." Section 22.2 is also modified to replace "District of Oregon" with "District of California."

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Belinda Wang
Address	28112 Camino Capistrano, Laguna Niguel, CA 92677
Telephone	213-268-0278
Fax	818-245-7989
E-mail	belinda.w.wang@ehi.com

Participating Entity

Name	Jennifer McCoy-Buyer City of Costa Mesa
Address	77 Fair Drive, Costa Mesa, CA 92626
Telephone	714-754-5310
Fax	714-754-5040
E-mail	jennifer.scruggs@costamesaca.gov

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Nationwide Vehicle Rental Services
Administered by the State of Oregon (hereinafter "Lead State")**

MASTER AGREEMENT
Enterprise Rent-A-Car and National Car Rental
Master Agreement No: 9950
(hereinafter "Contractor")

And

State of California/City of Costa Mesa
(hereinafter "Participating State/Entity")

Page 4 of 5

5. Subcontractors: All Enterprise Rent-A-Car and National Car Rental dealers and resellers authorized in the State of California, as shown on the dedicated Enterprise Rent-A-Car and National Car Rental (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The Enterprise Rent-A-Car and National Car Rental dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Nationwide Vehicle Rental Services
Administered by the State of Oregon (hereinafter "Lead State")**

MASTER AGREEMENT
Enterprise Rent-A-Car and National Car Rental
Master Agreement No: 9950
(hereinafter "Contractor")

And

State of California/City of Costa Mesa
(hereinafter "Participating State/Entity")

Page 5 of 5

E-mail	thay@wsca-naspo.org
--------	--

[Please email fully executed PDF copy of this document to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]