

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.8  
(ID # 27187)

**MEETING DATE:**

Tuesday, April 01, 2025

**FROM :** DISTRICT ATTORNEY

**SUBJECT:** DISTRICT ATTORNEY: –Approval of Three (3) Additional Open-End (Equity) Lease Rate Quotes Without Seeking Competitive Bids for 48-month terms; Riverside Auto-Theft Interdiction Detail Vehicle Lease Program; All Districts; [Total Aggregate Cost \$196,599; up to \$19,659 in Additional Contingency. 100% Departmental Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the execution of three Open-End (Equity) Lease Rate Quotes for 48-month lease terms beginning April 1, 2025, through March 30, 2029, and authorize the Department Head or designee to sign the Quotes on behalf of the County;
2. Authorize the District Attorney or designee, based on the availability of fiscal funding and as approved by County Counsel, to utilize the additional contingency amount not to exceed the sum of \$19,659 as needed; and
3. Authorize the Purchasing Agent or designee to issue Purchase Orders for the term of the Open-End (Equity) Lease Rate Quotes that do not exceed the total aggregate amount.

**ACTION:**Policy

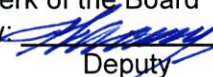
  
Jared Haringsma 2/14/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Medina, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, and Perez  
Nays: None  
Absent: Washington and Gutierrez  
Date: April 1, 2025  
xc: DA

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>
<b>COST</b>	\$16,283	\$48,850	\$196,599
<b>NET COUNTY COST</b>	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> State Vehicle Licensing Fees 100%			<b>Budget Adjustment:</b> No
			<b>For Fiscal Year:</b> 24/25 - 28/29

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

On January 30, 2020, Item 3.7, the Board of Supervisors (Board) approved a budget of \$511,016 plus \$51,100 in contingencies for vehicle leases for the Riverside Auto-Theft Interdiction Detail (RAID). Upon approval by the Board, fifteen (15) vehicles were ordered from Enterprise Fleet Management. Deliveries of the vehicles occurred between July 14<sup>th</sup> 2020 and December 9<sup>th</sup> 2020. Each 48-month vehicle lease term was initiated when the vehicle was delivered, per the terms of the approved Open-End (Equity) Lease Rate Quotes.

On February 6, 2024, Item 3.6, the Board of Supervisors (Board) approved the lease renewals of the original fifteen (15) vehicles plus ratified an additional three vehicles for a total approval of 18 vehicles to be leased from Enterprise Fleet Management.

The District Attorney's Office (DAO) requests the approval of three (3) additional lease quotes due to the emergency addition of three new members of the Riverside Auto-Theft Interdiction Detail Vehicle Lease Program (RAID). This will bring the total number of vehicles upon Board of Supervisors' approval to twenty (21).

The Riverside Auto-Theft Interdiction Detail (RAID) is a multi-jurisdictional vehicle theft task force. RAID interfaces with the California Highway Patrol (CHP), the Department of Insurance, the National Insurance Crime Bureau, and all agencies in Riverside County for sharing of the information related to vehicle theft.

The RAID MOU specifies that the Sheriff, or his designee, shall serve as Director and Chairperson of the Task Force Executive Committee. A full-time CHP Lieutenant is specified as the Task Force Coordinator. The Sheriff's Department contributes a Sergeant, who serves as the Task Force Supervisor. The Task Force has Investigators from the following agencies: Riverside County Sheriff's Department, District Attorney's Office, California Highway Patrol, Department of Insurance, National Insurance Crime Bureau,

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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Murrieta Police Department, Riverside Police Department and Cathedral City Police Department.

The RAID Task Force devotes its attention and efforts investigating domestic and internationally organized crime syndicates involved in complex auto-theft operations and combats auto theft rings and chop shop operations that dispose of vehicle parts. The task force also routinely conducts inspections of vehicle-related businesses for any auto theft violations and provides investigative assistance to other law enforcement agencies within Riverside County and throughout Southern California.

RAID requires a wide range of foreign and domestic vehicles of various makes and models to be available, including the ability to have off-road capability. RAID vehicles cannot appear to look like a police car or a typical government-issued vehicle (e.g., Ford Police Interceptor Utility or Chevy Malibu) because of their covert field investigations. Moreover, there is an operational necessity to have the ability to quickly change out a vehicle that is assigned to a task force officer for officer safety reasons and to avoid compromising an investigation. This is the most logistically advantageous solution that will meet the unique requirements of RAID. The District Attorney's Office will be the source to provide the RAID Task Force officers with leased vehicles through Enterprise Fleet Management.

The vehicle leases with Enterprise FM Trust represent an ongoing relationship, now in the sixth year, where the DAO will be receiving an equity payment of approximately \$45,089 from the previous lease terms, which will offset the costs of the new requested vehicle leases. This benefit is one of the many advantages of this relationship. Other benefits include the ease of ongoing maintenance and roadside assistance.

If approved, the DAO would continue to use its share of the revenue from the Vehicle Licensing Fee to acquire renewed leased vehicles through Enterprise Fleet Management. There will be no fiscal impact on the County's budget. The District Attorney's Office anticipates this cost to be offset by the projected equity during the lease term.

**Impact on Residents and Businesses**

While there is no direct impact to residents or businesses, the efforts of the RAID Task Force are aimed at improving public safety to the benefit of the residents of the County of Riverside and its businesses.

**Contract History and Price Reasonableness**

There will be no fiscal impact on the County's budget as revenue from the Vehicle Licensing Fees will fund this expenditure. Furthermore, when these vehicle lease agreements are terminated, the vehicles are returned to Enterprise to be sold, and the equity is refunded to the DAO in the form of a credit to be used on future lease payments. The 15 vehicles

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

approved for lease in 2020 returned a \$162,716 credit to the County. The 18 vehicles approved for lease in 2024 will return a credit to the County worth approximately \$174,000 once sold. The total base cost of the 48-month term leases for the three vehicles currently being requested is \$196,599. However, the total estimated equity returned to the DAO at the end of the term from the resale of the three (3) vehicles leased is projected to be \$45,089. If these 3 newly requested vehicle leases are approved, the total base cost for RAID vehicles leased to date would be \$1,798,104 and the total estimated equity to be returned to the County would be \$381,805, or approximately 21% of the total base costs. The additional contingency of \$19,659 will be utilized to cover incidental expenses, like repairs or maintenance as needed.

**ATTACHMENTS:**

Attachment A: Open – End (Equity) Lease Rate Quotes

Attachment B: Previously executed Master Equity Lease Agreement, Maintenance Agreement, Amendment, and Self-Insurance Addendum

Attachment C: Single Source Justification-Amended

  
Melissa Curtis, Deputy Director of Purchasing and Fleet 3/18/2025

  
Aaron Gettis, Chief of Deputy County Counsel 3/18/2025



FLEET  
MANAGEMENT

# Open-End (Equity) Lease Rate Quote

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

Quote No: 8590422

Prepared For: County of Riverside  
Palmer, Kraig

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

Date 01/20/2025  
AE/AM DLS/PND

Unit # 28RBF6

Year 2025 Make Honda Model Accord Hybrid

Series EX-L 4dr Sedan

Vehicle Order Type In-Stock Term 48 State CA Customer# 578365

\$ 34,132.00	Capitalized Price of Vehicle <sup>1</sup>
\$0.00 *	Sales Tax <u>0.0000%</u> State CA
\$ 496.58 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 125.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$0.00	Taxes

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

## Order Information

Driver Name	Alt Driver
Exterior Color	(0 P) Platinum White Pearl
Interior Color	(0 I) Gray w/Leather-Trimmed Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 34,257.00	Total Capitalized Amount (Delivered Price)
\$ 513.86	Depreciation Reserve @ <u>1.5000%</u>
\$ 198.73	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 712.59</b>	<b>Total Monthly Rental Excluding Additional Services</b>

## Additional Fleet Management

Master Policy Enrollment Fees

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

\$ 62.10	Physical Damage Management
\$ 81.04	Full Maintenance Program <sup>3</sup> Contract Miles <u>8,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>2</u>

Comp/Coll Deductible	<u>1000 / 1000</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>4</u>	Loaner Vehicle Not Included

## Additional Services SubTotal

\$ 62.36	Tax <u>8.7500%</u> State <u>CA</u>
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## Total Monthly Rental Including Additional Services

\$ 9,591.72	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 2,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)  
Notes

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

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

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE County of Riverside  
BY

TITLE

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY:

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

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



Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 125.00
Other Charges Total		\$ 125.00

VEHICLE INFORMATION:

2025 Honda Accord Hybrid EX-L 4dr Sedan - US  
Series ID: CY2F6SJNW

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$33,123.12	\$34,940.00
Total Options	\$-104.78	\$455.00
Destination Charge	\$1,150.00	\$1,150.00
<b>Total Price</b>	<b>\$34,168.34</b>	<b>\$36,545.00</b>

SELECTED COLOR:

Exterior: WY-(0 P) Platinum White Pearl  
Interior: GR-(0 I) Gray w/Leather-Trimmed Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
GR_01	(0 I) Gray w/Leather-Trimmed Seat Trim	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDEN	Engine: 2.0L I-4 DOHC 16-Valve Dual-VTC	STD	STD
STDRD	Radio: 180-Watt Audio System	STD	STD
STDST	Heated Front Bucket Seats	STD	STD
STDTM	Leather-Trimmed Seat Trim	STD	STD
STDTN	Transmission: Electronic Continuously Variable	STD	STD
STDTR	Tires: 225/50R17 94V AS	STD	STD
STDWL	Wheels: 17" x 7.5J Pewter Gray	STD	STD
WY_02	(0 P) Platinum White Pearl	\$431.34	\$455.00
adj	dealer adj	\$-536.12	\$0.00

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: trunk  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Body Material: galvanized steel/aluminum body material  
Grille: black grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Power Sunroof: 1st row express open/close sliding and tilting glass sunroof  
Sunroof Sunshade: sunshade  
Seat Memory: 2 driver memory seat settings  
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control (ACC) with Low-Speed Follow adaptive  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Smart Entry with Walk Away Auto Lock proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Window FOB Controls: remote window controls  
Sunroof Convertible Roof FOB Controls: remote sunroof/convertible roof controls  
Remote Engine Start: remote start - smart device only (subscription required)  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Garage Door Opener: myQ Connected Garage  
Emergency SOS: HondaLink emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 1 seatback storage pockets  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 8 speakers  
Internet Access: HondaLink internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps  
Auto-Dimming Headlights: auto high-beam headlights  
Front Wipers: variable intermittent speed-sensitive wipers wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital/analog appearance  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: front and rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: front pedestrian detection  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-radio display clock  
Systems Monitor: driver information centre  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS: four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: SmartVent seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Rear Side Airbag: rear side-impact-impact airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Fuel Flap Locking Type: locking fuel flap included with power door locks  
Side Impact Bars: side-impact bars  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: Vehicle Stability Assist (VSA) electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Front Heated Cushion: driver and passenger heated-cushions

Front Heated Seatback: driver and passenger heated-seatbacks

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: leather front and rear seat upholstery

Door Trim Insert: leatherette door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: leather shift knob

Leather Steering Wheel: leather steering wheel

Floor Mats: carpet front and rear floor mats

Interior Accents: piano black/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: carpet trunk lid/rear cargo door

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Standard Engine:

Engine 204-hp, 2.0-liter I-4 (hybrid regular gas)

Standard Transmission:

Transmission 1-speed CVT w/ OD



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MANAGEMENT

Open-End (Equity) Lease Rate Quote  
CLERK'S COPY

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147

Quote No: 8589957

Prepared For: County of Riverside  
Palmer, Kraig

Thank you.

Date 01/20/2025  
AE/AM DLS/PND

Unit #

Year 2025 Make Toyota Model Camry

Series XLE 4dr Front-Wheel Drive Sedan

Vehicle Order Type In-Stock Term 48 State CA Customer# 578365

\$ 33,391.36	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> State CA
\$ 490.20 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 125.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

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

Order Information

Driver Name	Alt Driver
Exterior Color	(0 P) Midnight Black Metallic
Interior Color	(0 I) Black w/Leather/Dinamica Microfiber Sea
Lic. Plate Type	Exempt
GVWR	0

\$ 33,516.36	Total Capitalized Amount (Delivered Price)
\$ 502.75	Depreciation Reserve @ <u>1.5000%</u>
\$ 194.48	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 697.23</b>	<b>Total Monthly Rental Excluding Additional Services</b>

Additional Fleet Management

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

\$ 62.10	Physical Damage Management
\$ 81.04	Full Maintenance Program <sup>3</sup> Contract Miles <u>8,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>2</u>

Comp/Coll Deductible	<u>1000 / 1000</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>4</u>	Loaner Vehicle Not Included

<b>\$ 143.14</b>	<b>Additional Services SubTotal</b>
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\$ 61.00	Tax <u>8.7500%</u>	State <u>CA</u>
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<b>\$ 901.37</b>	<b>Total Monthly Rental Including Additional Services</b>
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\$ 9,384.36	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 2,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

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

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

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE County of Riverside

BY

TITLE

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

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



Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 125.00
Other Charges Total		\$ 125.00

**VEHICLE INFORMATION:**

2025 Toyota Camry XLE 4dr Front-Wheel Drive Sedan - US

Series ID: 2560

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$31,005	\$33,700.00
Total Options	\$1,106.36	\$603.00
Destination Charge	\$1,135.00	\$1,135.00
<b>Total Price</b>	<b>\$33,246.36</b>	<b>\$35,438.00</b>

**SELECTED COLOR:**

Exterior: 218-(0 P) Midnight Black Metallic  
Interior: 20-(0 I) Black w/Leather/Dinamica Microfiber Seat Trim

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
20_01	(0 I) Black w/Leather/Dinamica Microfiber Seat Trim	NC	NC
218_02	(0 P) Midnight Black Metallic	NC	NC
2T	All Weather Floor Protection (TMS)	\$248.00	\$309.00
59	Quick Charge Cables (TMS)	\$61.00	\$70.00
D5	Door Edge Guard (TMS)	\$128.00	\$155.00
EF	Rear Bumper Applique (TMS)	\$55.00	\$69.00
FE	50 State Emissions	NC	NC
LA	Leather/Dinamica Microfiber Seat Trim	STD	STD
NATL	National Region	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDEN	Engine: 2.5L 4-Cylinder 16-Valve DOHC Hybrid	STD	STD
STDRD	Radio: Toyota Audio Multimedia w/12.3" Touchscreen	STD	STD
STDST	Heated Front Bucket Seats	STD	STD
STDTN	Transmission: Electronically Controlled CVT	STD	STD
STDTR	Tires: P235/45R18 AS	STD	STD
STDWL	Wheels: 18" Black & Machine-Finished Alloy	STD	STD
adj	dealer adj	\$614.36	\$0.00

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: trunk  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Body Material: galvanized steel/aluminum body material  
Grille: metal-look grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Cruise Control: cruise control with steering wheel controls, Full-Speed Range Dynamic Radar Cruise Control (DRCC) adaptive  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Fuel Remote Release: power fuel remote release  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Smart Key proximity key  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Window FOB Controls: remote window controls  
Remote Engine Start: remote start - smart device only (subscription required)  
Steering Wheel: heated steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors  
Garage Door Opener: HomeLink garage door transmitter  
Emergency SOS: Safety Connect (up to 10-year trial subscription) emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: illuminated glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio: SiriusXM AM/FM/HD/Satellite with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: Wi-Fi Connect with 30-day or up to 3GB trial subscription internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid and roof mount antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps  
Auto-Dimming Headlights: Automatic High Beams (AHB) auto high-beam headlights  
Front Wipers: variable intermittent wipers  
Rear Window Defroster: rear window defroster

Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital/analog appearance  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: front pedestrian detection  
Following Distance Indicator: following distance alert  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-dash clock  
Systems Monitor: driver information centre  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Bulb Failure Warning: bulb-failure warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: compact spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Rear Side Airbag: rear side-impact-impact airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints  
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Front Heated Cushion: driver and passenger heated-cushions  
Front Heated Seatback: driver and passenger heated-seatbacks  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: power reclining driver and passenger seats  
Driver Lumbar: power 2-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear 60-40 bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Rear Seat Armrest: rear seat centre armrest  
Door Trim Insert: Dinamica simulated suede door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Dashboard Console Insert, Door Panel Insert Combination: simulated suede instrument panel insert, door panel insert, console insert  
Shift Knob Trim: leather shift knob  
LeatherSteeringWheel: leather steering wheel  
Floor Mats: rubber front and rear floor mats  
Interior Accents: piano black/metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: carpet trunk lid/rear cargo door  
Cargo Mats: vinyl/rubber cargo mat  
Cargo Light: cargo light

Standard Engine:

Engine 225-hp, 2.5-liter I-4 (hybrid regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD and auto-manual



FLEET  
MANAGEMENT

# Open-End (Equity) Lease Rate Quote

Quote No: 8676663

CLERK'S COPY

Prepared For: County of Riverside  
Palmer, Kraig

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

Date 02/18/2025  
AE/AM DLS/PND

Unit # 28VN37

Year 2025 Make Chevrolet Model Suburban

Series High Country 4dr 4x4

Vehicle Order Type In-Stock Term 48 State CA Customer# 578365

\$ 93,135.00	Capitalized Price of Vehicle <sup>1</sup>
\$0.00 *	Sales Tax 0.0000% State CA
\$ 1,234.05 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 125.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$30.63 *	Taxes

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

## Order Information

Driver Name	Alt Driver
Exterior Color	Chrome Door Handles w/Body-Color Strip
Interior Color	
Lic. Plate Type	Exempt
GVWR	0

\$ 93,260.00	Total Capitalized Amount (Delivered Price)
\$ 1,398.90	Depreciation Reserve @ 1.5000%
\$ 533.48	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 1,932.38</b>	<b>Total Monthly Rental Excluding Additional Services</b>

## Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 62.10	Physical Damage Management
\$ 87.79	Full Maintenance Program <sup>3</sup> Contract Miles 8,000
	Incl: # Brake Sets (1 set = 1 Axle) 2

Comp/Coll Deductible	1000 / 1000
OverMileage Charge	\$ 0.0500 Per Mile
# Tires 4	Loaner Vehicle Not Included

**\$ 149.89 Additional Services SubTotal**

\$ 169.08	Tax 8.7500%	State CA
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**\$ 2,251.35 Total Monthly Rental Including Additional Services**

\$ 26,112.80 Reduced Book Value at 48 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 2,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

## Notes

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

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

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE County of Riverside

BY

TITLE

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

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



Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 125.00
Other Charges Total		\$ 125.00

**VEHICLE INFORMATION:**

2025 Chevrolet Suburban High Country 4dr 4x4 - US

Series ID: CK10906

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$80,126.2	\$84,700.00
Total Options	\$8,343.80	\$6,580.00
Destination Charge	\$1,995.00	\$1,995.00
<b>Total Price</b>	<b>\$90,465.00</b>	<b>\$93,275.00</b>

**SELECTED COLOR:**

Exterior: B1V-Chrome Door Handles w/Body-Color Strip

Interior: -

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
3LZ	Preferred Equipment Group 3LZ	NC	NC
A2X	8-Way Power Driver Seat Adjuster	Included	Included
A45	Memory Settings	Included	Included
A50	Front Bucket Seats	STD	STD
A7K	8-Way Power Front Passenger Seat Adjuster	Included	Included
AS8	3rd Row 60/40 Power-Folding Split-Bench	Included	Included
ATN	Power Release 2nd Row Bucket Seats	Included	Included
AVK	4-Way Power Driver Lumbar Seat Adjuster	Included	Included
AVU	4-Way Power Front Passenger Lumbar Seat Adjuster	Included	Included
B1V	Chrome Door Handles w/Body-Color Strip	Included	Included
B3L	Power-Retractable Assist Steps	Included	Included
C3F	GVWR: 7,700 lbs (3,493 kgs)	STD	STD
C3Q	Bright Front & Rear Door Sill Plates	Included	Included
C3U	Dual-Pane Power Panoramic Sunroof	Included	Included
CWM	Technology Package	Included	Included
DCH	Power-Sliding Center Floor Console	Included	Included
DRZ	Inside Rearview Auto-Dimming Rear Camera Mirror	Included	Included
DXR	Heated Power-Adjustable Outside Mirrors	Included	Included
F47	Air Ride Adaptive Suspension	Included	Included
GU5	3.23 Rear Axle Ratio	STD	STD
JHD	Hill Descent Control	Included	Included
JL1	Integrated Trailer Brake Controller	Included	Included
K7A	Wireless Phone Charging	Included	Included
KA1	Heated Driver & Front Passenger Seats	Included	Included
KA6	Heated 2nd Row Outboard Seats	Included	Included
KI3	Heated Steering Wheel	Included	Included
KQV	Perforated Heated & Ventilated Seats	Included	Included
L87	Engine: 6.2L EcoTec3 V8	Included	Included
MHS	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
N10	Dual Exhaust System	Included	Included
N38	Power Tilt & Telescopic Steering Column	Included	Included
NHT	Max Trailering Package	Included	Included
NQH	2-Speed Active Electronic Autotrac Transfer Case	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
NWM	Advanced Security Package	Included	Included
PAINT	Solid Paint	STD	STD
PDG	Technology & Entertainment Package	\$2,042.95	\$2,245.00
PDM	High Country Deluxe	\$3,944.85	\$4,335.00
PPW	Wireless Apple CarPlay/Wireless Android Auto	Included	Included
PZ8	Hitch View w/Pan/Zoom Image Adjustment	Included	Included
R4H	Wheels: 22" x 9" Bright Machined Alum.	Included	Included
R9V	Mobile Service Plus	NA	NA
SFE	Wheel Locks (Set of 4) (LPO)	Included	Included
STDTM	Perforated Leather Seating Surfaces	STD	STD
T40	Front LED Fog Lamps	Included	Included
TAU	LED Tail Lamps	Included	Included
TB5	Rear Power Liftgate	Included	Included
TCP	AutoSense Hands-Free Power Liftgate	Included	Included
TGE	LED Headlamps w/LED Daytime Running Lamps	Included	Included
THS	Trailer Assist Guidelines	Included	Included
TRG	Trailer Camera Provisions	Included	Included
U2K	SiriusXM w/360L Trial Subscription	Included	Included
UET	Smart Trailer Integration Indicator	Included	Included
UG1	Universal Home Remote	Included	Included
UKW	Blind Zone Steering Assist w/Trailer Assist	Included	Included
UQS	Bose 10-Speaker Surround w/CenterPoint	Included	Included
URW	Radio: 17.7" Diagonal Advanced Color LCD Display	STD	STD
UTR	Self-Powered Horn Theft-Deterrent Alarm System	Included	Included
UTU	Vehicle Inclination Sensor	Included	Included
UTV	Vehicle Interior Movement Sensor	Included	Included
UTW	Glass Breakage Sensor	Included	Included
UV6	15" Diagonal Multi-Color Head-Up Display	Included	Included
UW9	Rear Seat Media System	Included	Included
V03	Extra Capacity Cooling System	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XCG	Tires: 275/50R22SL AS BW	Included	Included
Z95	Magnetic Ride Control Suspension	Included	Included
ZL6	Advanced Trailer Assist Package	Included	Included
ZM1	Enhanced Trailer View	Included	Included
adj	dealer adj	\$2,356.00	\$0.00

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with tilt down, turn signal indicator  
Spoiler: rear lip spoiler  
Side Steps: power/illuminated  
Door Handles: chrome  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Rear Step Bumper: rear step bumper  
Front Bumper Insert: metal-look front bumper insert  
Rear Bumper Insert: chrome rear bumper insert  
Body Material: galvanized steel/aluminum body material  
: class IV trailering with harness, hitch, brake controller  
Body Side Cladding: black bodyside cladding  
Grille: chrome grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Rear Air Conditioning: rear air conditioning with separate controls  
Power Sunroof: front and rear express open/close sliding and tilting glass sunroof  
Sunroof Sunshade: sunshade  
Seat Memory: 2 driver memory seat settings (includes door mirrors, steering wheel,)  
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control adaptive  
Trunk/Hatch/Door Remote Release: proximity cargo access remote release  
Power Windows: power windows with front and rear 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Remote Engine Start: remote start - keyfob and smart device (subscription required)  
Steering Wheel: heated steering wheel with power tilting, power telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Garage Door Opener: garage door transmitter  
Emergency SOS: OnStar Services capable emergency communication system  
Navigation System: Google built-in compatibility (select service plan required, terms and limitations apply) navigation system with voice activation  
Front Cupholder: front and rear cupholders  
Floor Console: sliding floor console with covered box  
Overhead Console: mini overhead console  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Interior Concealed Storage: locking interior concealed storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet  
AC Power Outlet: 2 120V AC power outlet

### Entertainment Features:

radio: AM/FM/Satellite with seek-scan  
Radio Data System: radio data system  
Amplifier: amplifier  
Digital Signal Processor: Bose Centerpoint Surround digital signal processor

Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 10 Bose speakers  
Headphones: 2 wireless headphones  
Entertainment Centre: rear entertainment system with digital media  
Internet Access: Wi-Fi Hotspot capable internet access  
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions  
1st Row LCD: 2 1st row LCD monitor  
2nd Row LCD: 2 2nd row entertainment LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps  
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights  
Front Fog Lights: front fog lights  
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers  
Rear Window wiper: fixed interval rear window wiper  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital/analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Heads up Display: head-up display  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: front and rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: front pedestrian detection  
Following Distance Indicator: following distance alert  
Forward Collision Alert: forward collision  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: driver information centre  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Low Oil Level Warning: low-oil-level warning  
Low Coolant Warning: low-coolant warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Turn Signal On Warning: turn-signal-on warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

#### Safety And Security:

ABS: four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated w/puddle lights perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: StabiliTrak electronic stability control with anti-rollover  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints with tilt  
Rear Headrest Control: 2 rear head restraints  
3rd Row Headrests: 2 fixed third row head restraints  
Break Resistant Glass: break resistant glass

#### Seats And Trim:

Seating Capacity: max. seating capacity of 7  
Front Bucket Seats: front bucket seats  
Front Heated Cushion: driver and passenger heated-cushions  
Front Heated Seatback: driver and passenger heated-seatbacks  
Heated Rear Seat: heated rear seat  
Ventilated Seats: ventilated front seats  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: power reclining driver and passenger seats  
Driver Lumbar: power 4-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Front Centre Armrest Storage: front no centre armrest  
Rear Seat Type: rear manual reclining bucket seat  
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment  
Rear Folding Position: rear seat tumble forward  
Rear Seat Mounted Armrests: rear seat mounted armrest  
3rd Row Seat Type: fixed third row 60-40 split-bench seat  
3rd Row Electric Control: fold into floor third row seat  
Leather Upholstery: leather front and rear seat upholstery  
Door Trim Insert: leatherette door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
LeatherSteeringWheel: leatherette steering wheel  
Floor Mats: carpet front and rear floor mats  
Interior Accents: chrome/metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 420-hp, 6.2-liter V-8 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 19<sup>th</sup> day of February 2020, 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 subdivider, 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.

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(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.

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(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):

##### State of Vehicle Registration

##### Coverage

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

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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

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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: County of Riverside

Signature: 

By: Michael Hestrin

Title: Riverside County District Attorney

Address: 3960 Orange St.  
Riverside, CA 92501

Date Signed: 2/19/2020

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

Signature: 

By: Rich Murrell

Title: Regional Sales Manager

Address: 1400 N. Kellogg Dr. Suite G  
Anaheim, CA 92807

Date Signed: 2/11/20

**enterprise**  
**FLEET MANAGEMENT**

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (this "Agreement") is made and entered into this 19<sup>th</sup> day of February 2020, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and County of Riverside ("Lessee").

**WITNESSETH**

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the 19<sup>th</sup> day of February 2020, 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 EM Lessee ms

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: County of Riverside

Signature: 

By: Michael Hestrin

Title: Riverside County District Attorney

Address: 3960 Orange St.  
Riverside, CA 92501

Attention: \_\_\_\_\_

Fax #: \_\_\_\_\_

Date Signed: 2/19/2020

EFM: Enterprise Fleet Management, Inc.

Signature: 

By: Rich Murrell



Title: Regional Sales Manager

Address: 1400 N. Kellogg Dr. Ste G  
Anaheim, CA 92807

Attention: \_\_\_\_\_

Fax #: \_\_\_\_\_

Date Signed: 2/11/20

Initials: EFM  Lessee 

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 19<sup>th</sup> day of February, 2020 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 19<sup>th</sup> day of February, 2020 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and County of Riverside ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

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 forty-five (45) 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.

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

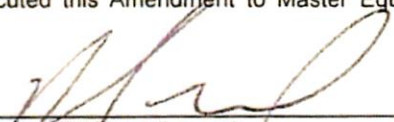
IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

  
\_\_\_\_\_  
County of Riverside (Lessee)

By Michael Hestrin

Title: Riverside County District Attorney

Date Signed: 2/19/2020

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

By Ryan Murrell

Title: Regional Manager

Date Signed: 2/11/20

**SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT****(Physical Damage Only)**

This Addendum is made to the Master Equity Lease Agreement dated 19<sup>th</sup> day of February 2020, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: County of RiversideBy: Michael HestrinTitle: Riverside County District AttorneyDate Signed: 2/19/2020LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in factBy: Kirk AyersBy: Kirk AyersTitle: Vice President, Southern CaliforniaDate Signed: February 11, 2020



MICHAEL A. HESTRIN  
DISTRICT ATTORNEY

OFFICE OF  
THE DISTRICT ATTORNEY  
COUNTY OF RIVERSIDE

Date: Thursday, March 6, 2025

From: Jared Haringsma, Assistant District Attorney

To: Board of Supervisors/Purchasing Agent

Via: Ginika Ezinwa, Deputy Director, Administration

Subject: Request for Single Source Procurement, Enterprise Fleet Management

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

☒ Single Source      ☐ Sole Source

Supporting Documents: indicate which are included in the request from the list below.

☒ Supplier Quote      ☐ Supplier Sole Source Letter      ☐ Final draft agreement

☒ Final draft Form 11      ☐ H-11 approved by RCIT/TSOC      ☐ Grant Agreement

☐ Other: \_\_\_\_\_ (i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.))

1. Requested Supplier Name: Enterprise Fleet Management Supplier ID: 00000238095

- a. Describe the goods/service being requested: *The District Attorney's Office requests the approval of three (3) lease vehicles, this is due to the additional members of the Riverside Auto-Theft Interdiction Detail RAID Vehicle Lease Program. The vehicles being requested are as follows: 2025 Honda Accord Hybrid, 2025 Toyota Camry and 2025 Chevrolet Suburban.*
- b. Explain the unique features of the goods/services being requested from this supplier: *At the end of each lease agreement, Enterprise calculates a residual equity amount which offsets the value of the renewed lease. The resale of the 15*

vehicles originally leased in 2020 returned over 30% of the lease cost for those vehicles to the department. Resale figures are only estimates which will not be finalized until the vehicles are sold.

c. What are the operational benefits to your department?

*The Riverside Auto-Theft Interdiction Detail (RAID) is a multi-jurisdictional vehicle theft task force. RAID interfaces with the California Highway Patrol (CHP), the Department of Insurance, the National Insurance Crime Bureau, and all agencies in Riverside County for sharing of the information related to vehicle theft. RAID requires a wide range of foreign and domestic vehicles of various makes and models to be available, including the ability to have off-road capability. RAID vehicles cannot appear to look like a police car or a typical government-issued vehicle (e.g., Ford Police Interceptor Utility or Chevy Malibu) because of their covert field investigations. Moreover, there is an operational necessity to have the ability to quickly change out a vehicle that is assigned to a task force officer for officer safety reasons and to avoid compromising an investigation. Other benefits include the ease of ongoing maintenance and roadside assistance. This partnership is the most logistically advantageous solution that will meet the unique requirements of RAID. The District Attorney's Office will be the source to provide the three (3) vehicles to the RAID Task Force officers with the leased vehicles through Enterprise Fleet Management.*

*The vehicles will serve as a critical asset in executing search warrants, transporting personnel and equipment, and supporting high-risk operations, ultimately increasing the task force's ability to combat organized auto theft within Riverside County. In California's most recent analysis of vehicle theft trends, Riverside County was ranked third in the state for theft by volume. To combat this, RAID has shifted its focus toward aggressive investigative and prosecutorial strategies. Between FY 23/24 and 24/25, RAID has seen the following increases:*

- 156% increase in search warrants executed.*
- 66% increase in Chop Shop investigations*
- 250% increase in 2805 VC Inspections*
- 33% increase in recovery value per vehicle, with an average of over \$30,000 per vehicle*

*We believe this aggressive investigation, arrest, and prosecution approach will have significant long-term effects on the auto theft rate within the County. However, the change has exposed some operational weakness which need addressing. With the increased search warrants, surveillance operations, and upcoming undercover operations, we have realized our deployment strategy needs improvement. The outfitting of the surveillance van combined with the new Suburban will not only help mitigate our weaknesses but increase our operational efficiency.*

- d. Provide details on any cost benefits/discounts.

*There will be no fiscal impact to the County's budget as revenue from the Vehicle Licensing Fees (RAID) will fund this expenditure. The total base cost of the 48-month term lease program for all 3 vehicles with Enterprise Fleet Management is \$196,598.88. The total estimated equity to be returned to the DAO at the end of the term from the resale of the 3 vehicles is projected to be \$45,088.88. Therefore, the net base cost of the program will be \$150,310.00.*

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

☒ Yes ☐ No

- a. If yes, please explain why you are requesting to utilize an SSJ process?

*The District Attorney's Office has had a favorable longstanding history with this vendor which includes a stellar procurement and maintenance record which makes operations for RAID seamless. Plus, this vendor utilizes the equity program which is an advantage compared to most of the other vendors on the market. As customers, we are satisfied with the service provided and will opt not to branch out to seek more expensive, less efficient solutions on the market.*

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

☒ Yes SSJ# 24-179 ☐ No

- a. What was the total annual and aggregate amount? \$1,798,694.92.

4. Identify all costs for this requested in the table below:

If review is for multiple years, all costs must be identified below:

Description:	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
One-time Costs:						
New Lease Quote Cost:	16,283.24	48,849.72	48,849.72	48,849.72	34,966.48	
Contingency						19,659
Total Costs	16,283.24	48,849.72	48,849.72	48,849.72	34,966.48	216,257.88

Note: Insert additional rows as needed

5. Period of Performance: Each 48-month vehicle lease term is to be initiated when the vehicle is made available to the department.

Ratify Start Date (if applicable): N/A

Initial Term Start Date: April 2025 End Date: April 2029

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): 48-month lease.

Aggregate Term/End Date: April 2029

6. Projected Board of Supervisor Date (if applicable): 4/1/2025

**By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.**

Jared A. Haringsma		03/06/2025
Print Name	Department Head Signature (Executive Level Designee)	Date

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**PCS Reviewed:**

Matthew Gaeta		3/12/2025
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to [psolesource@rivco.org](mailto:psolesource@rivco.org), and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

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**The section below is to be completed by the Purchasing Agent or designee.**

**Purchasing Department Review and Comments:** \_\_\_\_\_

Not to exceed: ~~\$196,599~~

☐ One-time \$ \_\_\_\_\_

☒ Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 216,257.88

☐ Aggregate Amount \$ \_\_\_\_\_

<u>Stacy Orton</u>	<u>3/17/2025</u>	<u>25-135</u>
<b>Purchasing Agent Signature</b>	<b>Date</b>	<b>Tracking Number</b>
		(Reference on Purchasing Documents)