



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

This Addendum is made to the Master Equity Lease Agreement dated the 19th day of April, 2022, 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 set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any 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 insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of 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 Mendocino

TW

By: **Ted Williams**  
Title: **Chair, Mendocino County Board of Supervisors**

Date Signed: April 20, 2022

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

[Signature]

By:  
Title:

Date Signed: April 1, 2022

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

CONTRACTOR/COMPANY NAME:

Janelle Rau 03/31/2022

DEPARTMENT HEAD DATE

By: see page 1

Budgeted:  Yes  No

NAME AND ADDRESS OF CONTRACTOR:

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant:  Yes  No

Grant No.: \_\_\_\_\_

COUNTY OF MENDOCINO

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

By: TW  
TED WILLIAMS, Chair  
BOARD OF SUPERVISORS

Date: 04/20/2022

ATTEST:

COUNTY COUNSEL REVIEW:

DARCIE ANTLE, Interim Clerk of said Board

APPROVED AS TO FORM:

By: Armap  
Deputy 04/20/2022

CHRISTIAN M. CURTIS,  
County Counsel

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

By: Matthew Kiedrowski  
Deputy

DARCIE ANTLE, Interim Clerk of said Board

Date: 03/31/2022

By: Armap  
Deputy 04/20/2022

INSURANCE REVIEW:

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle  
Risk Management

By: Jim Hob  
Deputy CEO

Date: 03/31/2022

Date: 03/31/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  \_\_\_\_\_  
Mendocino County Business License: Valid   
Exempt Pursuant to MCC Section: \_\_\_\_\_