



City Council Agenda Report

ITEM NO. 17

DATE: September 21, 2022

FROM: Arminé Chaparyan, City Manager *AC*

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Brian Solinsky, Police Chief
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SUBJECT: **Police Department Fleet Electric Vehicle Lease and Southern California Edison (SCE) Charge Ready Program**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to enter into a Participation Agreement with Southern California Edison (SCE) to participate in the SCE Charge Ready Program, which facilitates installation of Level 2 electric vehicle chargers at City Hall parking lots (police department, fire department, and employee parking lots) to support Public Safety fleet electrification, and a 10-year commitment by the City to provide and maintain the chargers;
2. Authorize the City Manager to enter into a Master Lease Equity Agreement between the City of South Pasadena and Enterprise Fleet Management Inc.;
3. Authorize appropriation of \$304,124 for the leasing of ten (10) new Tesla Model Y and ten (10) Tesla Model 3 vehicles from Enterprise Fleet Management Inc., authorize appropriation of \$383,752 for a one-time down payment for twenty (20) vehicles from Enterprise Fleet Management Inc., and a 15% project contingency, and authorize \$31,124 for the vehicle lease account deficit payment, for a total of \$719,000;
4. Provide direction to City staff on developing plans to install one or more Level 3 electric vehicle chargers in the City Hall Police Department parking lot to support Public Safety fleet electrification; and
5. Authorize the City Manager to execute related documents on behalf of the City.

Overview

This item is related to converting Police Department public safety fleet vehicles from gas-powered to electric-powered, and constructing the infrastructure necessary to support this conversion. As South Pasadena's public safety fleet vehicles age beyond their useful service life, there is an immediate need to replace Police Department patrol, detective, and pool vehicles.

The total amount of the agreement with Enterprise Lease Management (EFM) proposed over sixty (60) months is \$1,904,372, which includes \$1,520,621 for vehicle lease financing and a one-time down payment of \$383,752 (Attachment 11). The one-time down payment would become due when the vehicle order is placed. The annual lease payment would become due upon vehicle delivery. All related costs for vehicle up-fitting are included in the annual lease payment. Considering vehicle purchase/lease cost, fuel cost reduction, and maintenance cost reduction, transitioning to an all-electric fleet summates to about a fourth of the current cost, from \$0.40 per mile to \$0.10 per mile (\$0.30 per mile savings). Total savings over ten years are projected at \$312,282. Upon approval of the agreement, vehicles will be ordered with an estimated delivery time of 6-12 months, depending on the model. Estimated up-fitting time for Police vehicles would be an additional 2-3 months.

The City has an opportunity to install thirty-four (34) Level 2 electric vehicle charger ports (19 chargers) through the SCE Charge Ready Program in the three parking lots behind City Hall: the Police Department, Fire Department, and City Staff parking lots. For reference, Level 2 chargers can fully charge an electric vehicle overnight. If the Council decides to move forward with this opportunity, the SCE Charge Ready program requires the City to enter into a 10-year agreement, where the City procures, installs, and maintains the chargers, while SCE funds and installs the electrical infrastructure (transformers, service wiring/conduits, panels and wiring, and meters) to support the chargers. The infrastructure would be owned and maintained by SCE, and the City would grant SCE an easement through the parking lot areas. The easement will be brought back to Council at a later date. In order to meet SCE's minimum cost-benefit of electrical support infrastructure, thirty-four (34) is the minimum number of charger ports required for this installation. The chargers must be powered from SCE's electrical system (not solar or battery) and must be selected from SCE's approved product list. The SCE agreement (Attachment 4) includes certain indemnification, liability, early termination costs, demand response, data collection/reporting, and network service provider requirements. The sample easement, which will be brought back to Council at a later date, is included as Attachment 5, and the conceptual installation plan is included as Attachment 6.

Background

During the July 20, 2022 Council Meeting, the City Council heard presentations from the Public Works and Police Departments on this matter, and held a discussion on the Police Department's proposed transition to battery electric vehicles, and the proposed installation on electric vehicle chargers through the SCE Charge Ready Program. The Police Department's staff report (Attachment 1) included the Department's methodology, justification and recommendation to transition the vehicle fleet, all at once, to vehicles manufactured by Tesla. The Public Works Department staff report (Attachment 2) provided information on the related infrastructure needs and available programs to support public safety fleet electrification. The Council requested the items return for future consideration, with additional requested information, and for the item to be taken up before a full City Council for the policy decision related to electrification.

Analysis

The South Pasadena Police Department currently owns and maintains a high-mileage, aged fleet of Internal Combustion Engine (ICE) vehicles with significant maintenance and reliability issues. The fleet inventory and related metrics can be found in Attachment 7. The Police Department has purchased one vehicle in the past three years. In order to bring the fleet up to a sustainable and well-maintained fleet, the Police Department has identified a need to acquire ten (10) vehicles now, and an additional ten (10) over the course of the next two to three years.

Through a comprehensive evaluation of cost benefits and savings, reliability, vehicle selection, performance and safety, climate impacts, and facility charging infrastructure, staff are recommending the City pursue a vehicle lease program and participation in an infrastructure installation incentive through Southern California Edison.

Cost Benefits & Savings

Through the conversion to electric vehicles, the South Pasadena Police Department is projected to realize a cost savings of approximately \$312,282 over a ten (10) year period. Furthermore, the infrastructure costs are estimated at approximately \$250,000, realizing an overall costs savings. This does not include additional cost benefits from the potential to earn revenue on public-facing electric vehicle chargers, and the generation of Low Carbon Fuel Standard Credits (LCFS), which could yield thousands of dollars per month. This cost savings is in addition to the environmental impacts associated with the 42,198 pounds of carbon dioxide emissions released each year, ahead of implementing an electric vehicle conversion.

Analyzing the economics of transitioning to electric vehicles demonstrates that energy costs will be reduced more than ten-fold from \$4,355 in gasoline fuel costs per year to \$336 in electrical energy costs per year. Therefore, including vehicle purchase/lease cost, fuel cost reduction, and maintenance cost reduction, transitioning to an all-electric fleet summates to about a fourth of the current cost, from \$0.40 per mile to \$0.10 per mile, a \$0.30 per mile savings (ten-year total of \$312,282 as mentioned above).

Through a vehicle-leasing program with Enterprise Fleet Management (EFM), the Police Department can acquire an entire fleet of electric vehicles for an annual lease payment less than the cumulative annual budgets of maintaining a sustainable gas-powered/hybrid fleet. The annual lease payment for the proposed electric vehicle lease is \$304,124. The cumulative annual budgets (vehicle purchase/upfitting, fuel and maintenance) to acquire three (3) hybrid vehicles per year (minimum necessary to maintain a sustainable fleet) is estimated at current costs to be \$389,108.

EFM is a well-established, high-performance, vehicle-leasing vendor with significant experience leasing electric vehicles, offering an "Open Ended (Equity) Lease." Other EFM governmental clients in our region include: Baldwin Park, Santa Monica, Rosemead, Temple City, Covina, Downey, Norwalk, Oxnard, Corona, Long Beach, Azusa, Santa Barbara County Sheriff's Department, Riverside County Sheriff's Department, Imperial County Sheriff's Department, Glendale Unified School District, Los

Angeles County Development Authority, and Mountains Recreation and Conservation Authority.

The agency with the most comprehensive research and similar needs to the South Pasadena Police Department is the Fremont Police Department in Northern California. The Fremont Police Department conducted a lifecycle comparison study of 90,000 miles over 5 years (Attachment 1) between a gas Ford Police Pursuit Vehicle (PPV) and a 2014 Tesla Model S85 pilot vehicle. According to their study, the Fremont PD is expected to realize a \$27,977 savings in energy/fuel costs, \$11,677 savings in maintenance costs and 100% reduction or 210,994 lbs of CO₂ per vehicle over a five-year period based upon data compiled during their one-year pilot study. With a recent City purchase of gasoline at \$5.37 per gallon compared with \$3.00 per gallon in the Fremont PD study, the South Pasadena Police Department is anticipating energy cost savings approximately 79% higher than those realized by Fremont PD. Staff expects maintenance costs and greenhouse gas (GHG) emissions reduction to be consistent with that projected by Fremont PD.

Based on staff’s research, the cost to operate a gas-powered Ford Police Pursuit Vehicle is approximately \$0.40 per mile. In comparison, the projected cost per mile to operate a Tesla Model Y is approximately \$0.10. Tesla electric vehicle products have matured to the point where they now meet or exceed the operational needs of the Police Department. The Tesla Model Y (Attachment 2) is recommended for Police Department patrol operations and the Model 3 is recommended for administrative and detective use.

A comparison matrix detailing vehicle purchase price, energy, and maintenance costs between a Tesla Model Y and current Ford Police Patrol Vehicle is shown below:

Factors	2022 Tesla Model Y (Electric)	Ford PPV (Gas)
Vehicle Cost	\$68,890	\$44,850
Range (EPA estimate based on Original Equipment Manufacturer)	330 miles (74 kilowatt-hour [kWh] battery)	344 miles (18.6 gallon tank capacity)
Cost of Energy/Fuel (Full Capacity)	\$7.40 (\$0.10 kWh Average)	\$99.88 (\$5.37 per gallon)
Annual Cost of Energy/Fuel (15,000 mi/year)	\$336	\$4,355
Annual Cost of Maintenance/Repair (Estimated)	\$846	\$1,653
Cost per Mile (Estimated)	\$0.10	\$0.40

At the conclusion of the proposed sixty (60) month “Open Ended (Equity) Lease,” the Police Department would have three options:

- (1) Purchase the vehicles for the remaining residual amount;
- (2) Extend the lease for an estimated 6-7 additional months to pay down the residual to a zero balance and acquire the vehicles; or
- (3) Use the end of term equity in the fleet to enter into a new lease.

The residual amounts of the vehicles at the conclusion of the proposed lease are shown below:

Vehicle Build	Per vehicle residual at end of lease
Tesla Model 3 Admin/Detective	\$3,731.85
Tesla Model 3 Cadet	\$3,899.70
Tesla Model Y Patrol	\$7,744.65
Tesla Model Y K9	\$7,939.05

The total residual amount at end of lease term of an entire electric fleet as proposed would be \$115,127.85.

The most significant cost benefit available to the City is the funding and installation of the necessary transformers, electrical panels, meters, and service wiring/conduits for Level 2 charging infrastructure by Southern California Edison, if the City agrees to operate and maintain the system for ten (10) years, with monthly monitoring. For reference, Level 2 chargers can fully charge an electric vehicle overnight. The value of this SCE-funded design and construction work is estimated around \$500,000 to \$700,000. The City is responsible for installing the chargers and charger pedestals or wall mounts. This initial investment is estimated at approximately \$125,000, and has been appropriated from the General Fund by the City Council in the adoption of the annual Fiscal Year (FY) 2022-2023 Capital Improvement Program (CIP) budget.

Of the proposed thirty-four (34) Level 2 charging ports, thirty (30) are associated with fifteen (15) dual-port chargers, and the remaining four (4) are associated with single port chargers, totaling nineteen (19) chargers. The chargers themselves are expected to cost about \$47,500, estimated at \$2,500 each. The nineteen (19) chargers require installation and setup at approximately \$11,400 (\$600 each), totaling \$58,900. However, SCE offers a rebate program for these chargers at \$725 per charger port, which would reduce the total cost by \$24,650 to \$34,250 for the initial purchase and installation.

Each charger port would require network services for monitoring purposes at about \$15/month, for a total 10-year cost of \$61,200. In addition, maintenance costs on chargers can cost several hundred dollars a year. A recent quotation for an extended charger warranty (8-years) was received on the order of \$200 (single port) to \$250 (dual port) per year per charger, with a total warranty cost of \$36,400. In total, the cost to

purchase chargers, including applied rebates, installation, network services for 10-years, and warranties is estimated at \$131,850. This value does not include costs to repurchase chargers that must be replaced prior to 10-year program commitment, however, the value also does not include additional revenue to the City from the fourteen (14) charger ports that could be utilized by the public, or the revenue from Low Carbon Fuel Standard Credits, described below.

Several parking spaces on the south side of the Police parking lot near the SCE electric meter have been reserved apart from the SCE Charge Ready Level 2 plan, for the installation of additional DCFC/Level 3 electric vehicle chargers to quickly charge patrol vehicles between shifts. Level 3 chargers can fully charge an electric vehicle in as little as 30-60 minutes. A budget of \$225,000 has also been appropriated from the General Fund for this work by the City Council in the annual FY 2022-2023 CIP budget, however, it is expected that the installation cost will be around \$150,000 or less.

Installation of the electric vehicle chargers will qualify the City for Low Carbon Fuel Standard (LCFS) credits. The LCFS program is a market-based incentive to reduce carbon impact of California transportation fuels, with goals set by the California Air Resource Board (CARB). Carbon-based fuel importers and refiners must offset the impacts of their product by purchasing LCFS credits from generators and consumers of lower carbon-intensity fuels (i.e. electricity, biofuel, renewable diesel, etc.) to meet compliance. One LCFS credit represents one metric ton (MT) of CO₂ displaced, and the value of a credit changes daily based on the market. Through an environmental commodity broker, the City can generate credit revenue in this program, where one LCFS credit represents approximately 1,200 kilowatt-hours (kWh) of low carbon electrical energy use, valued between \$160 and \$200 each. With electric vehicle battery capacities estimated at 50-80 kWh, the credit generation from charging a full electric fleet each day, could yield thousands of dollars in LCFS credits per month in addition to fuel and maintenance cost savings. Overall, combined fuel savings and LCFS credits can save at least \$0.40 per mile with a fully electrified police and fire administrative fleet. This is in addition to the cost savings achieved by entering into one or more of the program opportunity agreements, which will provide the City use of equipment costing hundreds of thousands of dollars without the need to purchase the equipment or pay leasing fees.

Electrical Grid Reliability

During times of extreme weather conditions or natural disasters, charging redundancy is an important consideration for reliable and dependable public safety fleet operations. As a balancing authority, the California Independent System Operator (CAISO) manages the flow of electricity across the high-voltage, long-distance power lines for the grid serving 80% of California, including the cities of South Pasadena and Pasadena. A balancing authority matches generation with load and maintains consistent electric frequency of the grid, even during extreme weather conditions or natural disasters. Regionally and independent of CAISO, the Los Angeles Department of Water and Power (LADWP) serves as the Balancing Authority for the cities of Glendale and

Burbank. The presence of multiple balancing authorities maintains the stability and safety of electrical grids. When outages occur, such as those caused by caused fires or earthquakes, impacts can be isolated and controlled while limiting risk to other parts of the electric grid.

The recently constructed and publicly available twenty-stall (20) Tesla Supercharger location at Glenarm Street and the Pasadena (110) Freeway in the City of Pasadena is ideally suited to meet our charging infrastructure redundancy and supplemental energy needs.

The Glenarm Supercharger site is supplied with electricity from the Pasadena Department of Water & Power, a completely independent provider of electricity from South Pasadena's provider, Southern California Edison. Availability of electricity from multiple sources to support electric vehicle charging needs minimizes the risk of concurrent outages. Installation of solar panels and battery storage at the City Hall complex, being considered separately, will further enhance charging redundancy.

Tesla owns and operates the largest global fast-charging network of 35,000+ superchargers with regional locations in the cities of Pasadena, Glendale, Burbank and Los Angeles. The closest Tesla v3 Supercharger location with power managed by a balancing authority other than CAISO is located at the 134 and 2 Freeways, in the City of Glendale. This Glendale Tesla Supercharger location at 300 Harvey Drive, has sixteen (16) stalls available 24 hours/day, 7 days/week, up to 250 kilowatts (kW), and is approximately nine (9) miles from South Pasadena City Hall.

Additionally, the City of Pasadena recently tested new equipment as part of their Grid Reliability Project that quickly transfers customer load from CAISO to LADWP to minimize the impact of any load curtailment events (i.e. rotating outages) from CAISO. The successful test was the first time in over fifty years the LADWP system served electrical load in Pasadena.

Vehicle Selection

Staff is aware and tracking the progress of thirty-five (35) other law enforcement agencies across the United States who have integrated Tesla vehicles into their respective fleets. Those agencies and additional related information can be found in Attachment 8. In addition to the cost benefits realized from converting internal combustion vehicles to electric vehicles, which is discussed above, the Police Department conducted over three years of extensive research and due diligence into electric vehicle manufacturer and related technology, to determine the vehicle selection most beneficial to the City. This evaluation considered organizational safety, advanced safety features, reliability, total cost of ownership, vehicle product maturity, maintenance, energy cost, availability of chargers, on-board technology, City climate goals, related health benefits, and environmental impact over the entire vehicle lifecycle including the manufacturing, use, and end-of-life phases.

Since 2003, Tesla has evolved and emerged as the all-electric EV market leader with the safest, most mature products with advanced technology. Safety, reliability, and

performance are critical elements of successful public safety fleet operations. The Tesla Model Y proposed for patrol operations outperforms existing vehicle options, both electric vehicle and gas-powered, in all relevant metrics. In addition, the Tesla Model Y is the safest vehicle ever crash tested by the Insurance Institute for Highway Safety (IIHS), and received a 5-star safety rating in all categories and sub-categories by the National Highway Safety Administration (NHTSA). Active safety features that come standard in all Tesla vehicles and further enhance safety include Automatic Emergency Braking, Forward Collision Warning, Side Collision Warning, Obstacle Aware Acceleration, Blind Spot Monitoring, Lane Departure Avoidance, and Emergency Lane Departure Avoidance.

Legacy internal combustion engines automakers have been plagued by recent significant recalls and performance issues by General Motors and Ford related to the Chevy Bolt and Mach-e, respectively. These automakers have struggled in the transition to the manufacture of all-electric vehicles at scale and have yet to demonstrate mature, reliable products in the electric vehicle space. As a result of staff's extensive research of all-electric product offerings from existing legacy auto manufacturers, which include the Ford Mach-e, Volkswagen ID.4, Hyundai Ioniq 5, and the KIA EV 6, none were found to be immediately suitable for the Police Department's needs as Tesla's Model Y and Model 3.

SCE Charge Ready Program to install Level 2 Chargers

The Climate Action Plan identifies electric vehicle conversion initiatives as 'high cost' goals due to the significant infrastructure investments required. Therefore, in 2021, City staff began pursuing project and funding opportunities to implement electrification infrastructure at City Hall, including planning for electric vehicle chargers, photovoltaic solar panels, and battery backup systems. In this effort, City staff worked with Southern California Edison (SCE) and to identify assistance programs to implement electrical infrastructure at City Hall at relatively low cost and substantial benefit to the City.

The California Public Utilities Commission (CPUC) issued a decision adopted on September 2, 2020 approving SCE's Charge Ready program. The decision approved the 4-year program and \$436 million in funding, comprised of approximately \$417.5 million for charging infrastructure, \$14.5 million for marketing, education, and outreach, and \$4.3 million for an evaluation of the Charge Ready infrastructure and market education programs. The Charge Ready program supports both local air-quality requirements and California greenhouse gas (GHG) reduction goals, including a 40% reduction of GHG emissions from 1990 levels by 2030 and an 80% reduction by 2050. The program provides financial and technical assistance to expand the charging infrastructure available for electric vehicles, where SCE non-residential customers apply for EV charger installation assistance for specific sites with SCE accounts. SCE is generally responsible for designing and installing the supporting infrastructure (transformers, service wiring/conduits, and meters), and participants are generally responsible for the selection, purchase, and installation of the charging equipment. However, the City has selected a 'Make-Ready SCE-Built' program option where SCE, at their cost, installs the customer-side equipment including charger electrical panels,

conduits, and wires, in lieu of the City procuring its own contractor to install equipment. At present, the program does not support the installation of DC Fast Charging (DCFC) or Level 3 chargers, and only Level 1 or Level 2 chargers are being considered.

SCE evaluates each Charge Ready applicant site for compliance with its program criteria, including proximity to transformers, adequate space for installation, public utilization, American Disabilities Act (ADA) access requirements, overall project complexity, cost thresholds, and other goals established by the CPUC. The City Hall parking lots with a proposed collective count of thirty-six (36) Level 2 charger ports, were selected as a viable candidate. This was later updated to thirty-four (34) Level 2 charger ports, after a Direct Current Fast Charging (DCFC)/Level 3 electric vehicle charger co-funded by the City and South Coast Air Quality Management District (SCAQMD) Mobile Source Review Committee (MSRC), was installed in the Fire Department parking lot. One basis for this selection was the joint-municipal utilization by police and fire departments, and the availability of the City staff parking lot for public opportunity charging.

The subject parking area behind City Hall is divided into three sections: the Police Department lot to the west, the City staff lot to the east, and the Fire Department lot between the east and west parking lots. The City staff lot will require ADA improvements that will be included in the design and construction performed by SCE. The Police and Fire parking lots will not require ADA improvements, as these areas are not accessible to the general public, and it is assumed that parking spots would be assigned to specific staff members. The conceptual installation plan for all three lots is included as Attachment 6.

Thirty-four (34) electric vehicle chargers would be installed across the three lots, where thirty-four is the minimum number required in order for this site to qualify for Charge Ready program acceptance. The sixteen (16) chargers in the Police Department lot would support the department's transition of twenty (20) internal combustion engine vehicles to battery electric vehicles, while the four (4) chargers in the Fire Department lot would support that department's transition of its two (2) administrative internal combustion engine vehicles, and support other City staff electric vehicles. Fourteen (14) chargers would be installed in the City staff parking lot, and primarily used by City staff during normal business hours, but also available for paid-access public use during all other times.

SCE has prepared a participation agreement for the City to review (Attachment 4). If approved, the City must procure the necessary chargers and provide proof of procurement to SCE. SCE will then develop the preliminary design and site plans for the project, which the City must accept – then permitting, design, and construction may begin. To participate, the City must grant SCE an easement, a sample of which is included as Attachment 5, and install the charging equipment. The easement will be brought back to Council at a later date. Once the systems are installed as proposed, the City would then request applicable incentive rebates offered by SCE. From agreement execution, the process is expected to take about 9 months.

Additional City Installation of Level 3 Chargers

Staff also recommend utilization of General Fund Capital Improvement Program (CIP) designated funds to develop plans to install Level 3 electric vehicle chargers in the City Hall Police Department parking lot to support Public Safety fleet electrification. For reference, Level 3 chargers can fully charge an electric vehicle in as little as 30-60 minutes. Full electrification of the Police fleet would require both Level 3 and Level 2 chargers. The selection of a proposed location for Level 3 chargers within the Police Department parking lot was facilitated by proximity to the station, current use as a patrol set-up area, and proximity to the SCE power supply switchboard and meter for City Hall. The City Hall meter is rated to provide 1000 amperes of electricity, and it is expected that the Level 3 chargers may be able to draw on this supply. However, much of the City Hall electrical equipment is located in the basement of the facility, underneath the central courtyard, and therefore Level 3 charger installation will likely require additional distribution hardware located in the Police Department parking lot, reducing parking space. An unleaded gasoline underground storage tank, which is currently in use, is also located in the Police Department parking lot. Pursuant to the direction provide by the City Council, City staff are prepared to move forward contracting a design professional to develop a plan for Level 3 charger installation at this location.

Climate Impacts

In contemplating the replacement strategy for fleet vehicles, it is appropriate to consider the City's sustainable transportation and electrification objectives outlined in the City's Climate Action Plan (CAP), adopted in December 2020. These goals include:

- A municipal-sector goal (CAP M.2) to electrify the municipal fleet and mobile equipment and install electric vehicle charging stations at City buildings;
- A transportation-sector goal (CAP T.1) to increase zero-emission vehicle and equipment to 13% by 2030 and 25% by 2045.

Research conducted by the South Pasadena Police Department on United States Environmental Protection Agency (EPA) statistics, shows that each gallon of gasoline burned produces 8,887 grams or 19.6 pounds of CO₂. On an annual basis, a gas-powered Ford Patrol Vehicle (FPV) is responsible for producing 42,198 pounds, or 19.14 metric tons, of CO₂ emissions. Based on EPA data, the City estimates that existing administrative vehicles in the police and fire department fleets produce approximately 4.6 metric tons of CO₂ emissions annually. As the Police Department plans to replace 23 internal combustion engine vehicles with 20 battery electric vehicles, the City expects to realize an estimated reduction of approximately 1,850 metric tons of CO₂ projected by 2030. These 1,850 metric tons of CO₂ represents 10% of the City's overall 2030 GHG emissions reduction target of 18,578 metric tons of CO₂, and far exceed the CAP's 'M.2' greenhouse gas emissions reduction goal of 1,827 metric tons of CO₂e (carbon dioxide equivalents).

Facility Concerns

The aforementioned installations will be constructed on City owned property at or near City Hall. Based on the findings of a facility condition assessment conducted in 2017, City Hall, Council Chambers, and the Police and Fire Departments each required significant capital needs for repairs: \$440,000 recommended immediately, and an additional \$315,000 over ten years (in 2017 dollars).

This fiscal year, the City is planning a comprehensive condition, safety, space planning, and functional use assessment of facilities, including the City Hall complex, to develop short-and-long-term facility repair and replacement plans. It is expected that the findings of this assessment may yield significant repair needs for City Hall, in addition to the 2017 findings, if not full replacement of the facility. It should be noted that the SCE Charge Ready program agreement contains requirements that impose a financial liability on the City, i.e. clawback costs, if the agreed period of use for the new infrastructure is not realized. Given the infrastructure investment considered in this report, it is appropriate to also consider the future facility improvements at City Hall, and the short-and-long term projected energy savings. In one view, the future facility infrastructure needs at City Hall may warrant deferring one or more of these projects, until an assessment and/or other projects can be completed. In another view, the immediate public safety vehicle needs, the energy cost savings realized in a short period of time, the current availability of the SC Charge Ready program, and the achievement of Climate Action Plan goals, may warrant proceeding with the project now, and amortizing the potential clawback costs into future facility budget.

Commission Review and Recommendation

On December 6, 2021, the Natural Resources and Environmental Commission, and on December 13, 2021, the Public Safety Commission, both recommended to the City Council that the Police Department transition their entire vehicle fleet, and the Fire Department transition their administrative vehicle fleet, to battery electric vehicles. These recommendations were made in concert with the Commission's consideration of the electric vehicle-charging infrastructure necessary to support this transition through the Charge Ready program. Staff continues to explore appropriate vehicles for the Fire Department's needs, and will return to City Council at a later date.

Alternatives Considered

The City Council could make a finding that it is more appropriate to incrementally implement the transition of the Police Department fleet to electric vehicles. In doing so, the Police Department would maintain existing gasoline infrastructure in parallel with new charging infrastructure. Other options and alternatives for consideration could be:

- (1) Lease twenty (20) electric vehicles over a two-year period. Transition ten (10) vehicles in the Police Department's fleet to electric vehicles in the first year while retaining half of our existing gas-powered fleet. In the second year, transition the remaining ten (10) vehicles to electric. An incremental transition in this manner

will give the opportunity to assess, evaluate, and report back to the City Council on issues such as performance, operational issues, and feedback on use.

- (2) Lease twenty (20) electric vehicles over a three-year period. Transition ten (10) vehicles in the Police Department's fleet to electric in the first year, then transition an additional five (5) vehicles per year in years two and three. Transitioning over a three-year period provides further opportunities for assessment, evaluation, and possibly additional viable electric vehicle options maturing in the marketplace.

Cost savings and climate benefits inherent to electric vehicles (e.g. maintenance, fuel, eliminated GHG emissions, etc.) would be reduced proportionally to the number of proposed electric vehicles removed or delayed from the proposal recommendation.

Fiscal Impact

The SCE Charge Ready program requires the City to purchase chargers, operate and maintain them for ten (10) years, as well as provide networking services for monitoring. City staff expect the initial charger equipment, installation, and ten-year network services procurement to cost approximately \$125,000, after equipment rebates are applied. However, an overall cost savings is expected through energy conservation in the application of the project. Level 3 charger installations, if they proceed, are expected to cost approximately \$150,000. A budget of \$350,000 has also been appropriated from the General Fund by the City Council in the annual FY 2022-2023 Capital Improvement Program (CIP) budget for both of these efforts into CIP Account No. 101-9000-9188-9188-000.

On June 10, 2022, City staff submitted a grant application to the South Coast Air Quality Management District (SCAQMD) Mobile Source Review Committee (MSRC) Transformative Transportation Strategies & Mobility Solutions Program. The grant program awards funding to innovative and transformative transportation and mobility concepts that not only are effective in reducing air pollution and congestion, but also serve as a reproducible model for other agencies to follow. The City requested \$1,000,000 in grant funding to both finance the infrastructure installations identified in this report, and support the lease/purchase of public safety fleet vehicles. The City awaits the grant funding award decision.

The total amount of this agreement with EFM as proposed over sixty (60) months is \$1,904,372, which includes \$1,520,621 for vehicle lease financing (\$304,124 per year for 5 years) and a one-time down payment of \$383,752. The one-time down payment would become due when the vehicle order is placed. The annual lease payment would become due upon vehicle delivery. All related costs for vehicle up-fitting are included in the annual lease payment.

The annual lease payment of \$304,124 will be funded from Police Department Facilities and Maintenance Equipment Vehicle Lease Account No. 105-4010-4011-8101-000. In the Fiscal Year 2021-2022 Budget, \$130,000 was appropriated to this account and was

not used. In the Fiscal Year 2022-2023 Budget, \$143,000 was additionally appropriated for a total value of \$273,000, which was the anticipated cost of the annual lease. Staff is requesting the \$130,000 from the previous fiscal year budget be carried over to the current fiscal year budget, with an additional appropriation of \$31,124 necessary to cover a balance deficit of the first year lease, for a total amount of \$304,124. The one-time down payment amount of \$383,752 is proposed to be funded by an appropriation from undesignated general fund reserves. The annual lease payment and one-time down payment have been offset by the equity in the existing fleet proposed to be surplus through EFM pursuant to the Master Lease Agreement. The estimated value of the surplus vehicles is \$139,400.

The current fiscal year 2022-23 budget for the Police Department fleet is \$343,000; \$143,000 for Vehicle Leases (105-4010-4011-8101), \$80,000 for Vehicle Maintenance (101-4010-4011-8100) and \$120,000 for Fuel (101-4011-8105).

Environmental Analysis

Installation of Level 2 and Level 3 electric vehicle chargers in the Police Department and Fire Department Parking Lots, where patrol and City vehicles are already staged or fueled, and Level 2 electric vehicle chargers in the City staff parking lot, where vehicles are already parked, does not expand current use. Similarly, the leasing of vehicles to replace existing vehicles does not expand current use. Therefore, public safety vehicle leasing and charger installations are exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachments:

1. July 20, 2022 City Council Meeting Staff Report: Police Electric Vehicle Lease
2. July 20, 2022 City Council Meeting Staff Report: City Hall Electrification Projects
3. Enterprise Lease Management Master Equity Lease Agreement
4. SCE Charge Ready Program Charging Infrastructure and Rebate Participation Agreement
5. SCE Charge Ready Program Sample Easement
6. SCE Charge Ready Program South Pasadena City Hall Conceptual Plan
7. South Pasadena Police Department Fleet Inventory (2022)
8. U.S. Law Enforcement Tesla Migration
9. Enterprise Proposals
10. Enterprise Quotes
11. Estimated Equity Lease Costs

ATTACHMENT 1

July 20, 2022 City Council Meeting Staff Report:
Police Electric Vehicle Lease



City Council Agenda Report

ITEM NO. 27

DATE: July 20, 2022

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Brian Solinsky, Police Chief
Shannon Robledo, Police Lieutenant
Tony Abdalla, Police Sergeant

SUBJECT: **Provide Direction Regarding a Proposed Master Lease Agreement Between the City of South Pasadena and Enterprise Fleet Management Inc. for Police Department Fleet Transition to Battery Electric Vehicles**

Recommendations

It is recommended that the City Council:

1. Provide direction regarding a Proposed Master Lease Equity Agreement between the City of South Pasadena and Enterprise Fleet Management Inc.;
2. Provide direction regarding appropriation of \$304,124 for the leasing of ten (10) new Tesla Model Y and ten (10) Tesla Model 3 vehicles from Enterprise Fleet Management Inc.;
3. Provide direction regarding appropriation of \$383,752 for a one-time down payment for twenty (20) vehicles from Enterprise Fleet Management Inc., and a 15% project contingency for unforeseen expenses, including inflationary cost pressures; and
4. Authorize the City Manager to execute all related documents on behalf of the City.

Background

In an effort to reduce costs, improve efficiencies, and ensure the City advances the goals and objectives in the 2020 Climate Action Plan (CAP) and City's General Plan, the Police Department is proposing to transition its current internal combustion engine (ICE) vehicle fleet to battery electric vehicles (BEVs). It is well established that BEVs substantially reduce energy and maintenance costs of fleet operations while simultaneously eliminating Greenhouse Gas (GHG) emissions. Transitioning to an all-BEV fleet now will significantly advance the City towards the primary goal of achieving GHG emissions targets by 2030. This will also help the City potentially reach carbon neutrality by 2045, as detailed in the CAP adopted by the City Council on December 16, 2020. The resulting reduction in GHG related to this program is measurable,

quantifiable, and can be tracked through CAPDash, a web-based dashboard providing transparency by communicating implementation of CAP.

Analysis

The South Pasadena Police Department currently owns and maintains twenty-three (23) Internal Combustion Engine (ICE) vehicles to provide public safety services to the community. The Police Department’s aging fleet is used extensively in response to public safety operations and is experiencing increasing maintenance issues, impacting the Department. Below is a snapshot of the age of the existing fleet.

Vehicle Year	Quantity	% of Fleet	Age (Years)	100,000+ Miles
2001	2	9	21	1
2002-2012	8	35	20-10	1
2014-2017	9	39	8-5	2
2019 >	4	17	3 <	

A utility pickup truck is still identified as a need by Police Department staff, but is not included in the proposed replacement, due to the fact that no viable BEV option is currently available for purchase or lease. A needs assessment determined the need to replace twenty (20) vehicles in the Police Department’s fleet to provide for safe and efficient operations while mitigating repair, maintenance, and rising fuel costs. If approved, the Police Department will replace twenty-one (21) of the twenty-three (23) vehicles listed in Table A with twenty (20) BEVs identified in Table B.

Table A (Existing Fleet)

Division	Vehicle Make	Vehicle Model	Vehicle Year
Administration	Toyota	Highlander	2015
Administration	Ford	Explorer	2017
Administration	Ford	Fusion	2019
Patrol	Dodge	Charger	2007
Patrol	Ford	Crown Victoria	2011
Patrol	Ford	F250	2001
Patrol	Ford	Explorer	2014
Patrol	Ford	Explorer	2014
Patrol	Ford	Explorer	2014
Patrol	Chevy	Tahoe	2012
Patrol	Ford	Explorer	2014
Patrol	Ford	Explorer	2017
Patrol	Ford	Explorer	2017
Patrol	Ford	Explorer	2017
Patrol	Dodge	Charger	2019
Patrol	Ford	Explorer	2019
Patrol	Ford	Explorer	2021

Master Lease Agreement for Electrified Police Fleet

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Detectives	Ford	Crown Victoria	2002
Detectives	Ford	Crown Victoria	2002
Detectives	Ford	Crown Victoria	2003
Detectives	Ford	Crown Victoria	2005
Detectives	Ford	Crown Victoria	2011
Pool	Ford	Crown Victoria	2001

Table B (Proposed Replacement Fleet)

No. of Vehicles	Vehicle Make	Vehicle Model	Vehicle Year	Division
10	Tesla	Model Y	2022	Patrol
5	Tesla	Model 3	2022	Detectives
4	Tesla	Model 3	2022	Administration
1	Tesla	Model 3	2022	Pool

Police Department staff has conducted over three years of extensive research and due diligence into BEVs, manufacturers, and related technology. Staff’s research focused on several areas identified as crucial to the needs of the Department and to the long-term success of a BEV fleet, which include, but are not limited:

- Safety (organizational safety ratings and advanced safety features)
- Reliability
- Total Cost of Ownership
- BEV Product Maturity
- Maintenance
- Energy Expense
- Charging
- Technology
- Environmental Impact Over the Entire Vehicle Lifecycle
 - Manufacturing Phase
 - Use Phase
 - End-of-Life Phase
- Realizing City Climate Goals
- Related Health Benefits

The Department’s research identified Tesla, Inc. as the clear market-leading BEV manufacturer that meets or exceeds Department needs in the areas listed above. The Police Department anticipates returning to the City Council within the next 12-18 months with a BEV utility truck option for lease consideration through Enterprise Fleet Management, Inc. (EFM), should BEV manufacturers bring to market a utility pickup truck at a reasonable price through scaled production.

Police Department staff also conducted comparison research to identify other law enforcement agencies where Tesla BEVs are currently deployed. Staff has identified 30 law enforcement agencies across the United States that have integrated Tesla BEVs into their fleet over the past nine months.

The agency with the most comprehensive research and similar needs to the South Pasadena Police Department is the Fremont Police Department in Northern California. The Fremont Police Department conducted a lifecycle comparison study of 90,000 miles over 5 years (Attachment 1) between a gas Ford Police Pursuit Vehicle (PPV) and a 2014 Tesla Model S85 pilot vehicle. According to their study, the Fremont PD is expected to realize a \$27,977 savings in energy/fuel costs, \$11,677 savings in maintenance costs and 100% reduction or 210,994 lbs of CO2 per vehicle over a five-year period based upon data compiled during their one-year pilot study. With a recent City purchase of gasoline at \$5.37 per gallon compared with \$3.00 per gallon in the Fremont PD study, the South Pasadena Police Department is anticipating energy cost savings approximately 79% higher than those realized by Fremont PD. Staff expects maintenance costs and GHG emissions reduction to be consistent with that projected by Fremont PD.

A comparison matrix detailing vehicle purchase price, energy, and maintenance costs between a Tesla Model Y and Ford Police Patrol Vehicle (currently in our fleet) can be found in Table C:

Table C

Factors	2022 Tesla Model Y	Gas Ford PPV
Vehicle Cost	\$62,990	\$44,850
OEM Range (EPA)	330 miles (74kWh battery)	344 miles (18.6 gal tank capacity)
Cost of Energy	\$.10 kWh average	\$5.37 per gal
Cost for Capacity Fill	\$7.40	\$99.88
Annual Energy/Fuel Expense (15,000 mi. per year)	\$336	\$4,355
Est. Annual Maintenance/Repair Cost	\$846	\$1,653
Avg. Annual CO2 Emissions	0 lbs.	42,198 lbs.

Based on staff's research, the cost to operate a gas Ford Police Pursuit Vehicle is approximately \$0.40 per mile. In comparison, the projected cost per mile to operate a Tesla Model Y is approximately \$0.10.

Tesla BEV products have matured to the point where they now meet or exceed the operational needs of the Police Department. Staff is proposing to transition the Police Department's entire fleet to Tesla BEVs pursuant to the adopted 2020 CAP through a vehicle-leasing program. The Tesla Model Y (Attachment 2) would be recommended for Police Department patrol operations and the Model 3 would be recommended for administrative and Detective use.

Upon approval of the agreement, vehicles will be ordered with an estimated delivery time of 6-12 months, depending on the model. Estimated up-fitting time for Police Vehicles would be an additional 2-3 months.

Environmental Impact

According to the United States Environmental Protection Agency (EPA), each gallon of gasoline burned produces 8,887 grams or 19.6 pounds of CO₂¹. On an annual basis, a gas-powered Ford Patrol Vehicle (FPV) is responsible for producing approximately 42,198 pounds, or 19.14 metric tons, of CO₂ emissions (Attachment 2). Using these calculations, current administrative vehicles in the Police Department fleet produce approximately 4.6 metric tons of CO₂ emissions annually.

Staff's proposal includes a reduction of the Police Department fleet from the current twenty-three (23) vehicles to twenty (20) BEVs, while possibly retaining one of the newer ICE vehicles as backup for emergency use. This would lead to a projected reduction of approximately 1,850 metric tons of CO₂ by 2030. These 1,850 metric tons of CO₂ represent 10% of the City's overall 2030 GHG emissions reduction target of 18,578 metric tons of CO₂e to meet state goals (Attachment 3). The M.2 Play GHG Emissions Reduction Contribution as detailed in the CAP through the electrification of the municipal fleet and mobile equipment is 23 metric tons by 2030. If implemented as proposed, the conversion of the Police Department fleet to BEVs is estimated to exceed the CAP's M.2 GHG emissions reduction goal by 1,827 metric tons by 2030.

Leasing

Police Department staff has been working with Enterprise Fleet Management Inc. (EFM) through the Sourcewell cooperative purchasing program to determine the viability of the City entering into a vehicle lease program. Sourcewell is a national program whose memberships include government and other entities in a number of states, including California. This cooperative purchasing program enables member entities to purchase on an "as needed" basis from competitively awarded contracts with high-performance vendors. EFM has secured a contract (Attachment 6) with Sourcewell through a competitive process for fleet leasing and management services under Sourcewell Contract No. 060618-EFM.

¹ <https://www.epa.gov/greenvehicles/greenhouse-gas-emissions-typical-passenger-vehicle>

Police Department staff seeks direction regarding the implementation of a BEV fleet transition commensurate with the scale of the charging infrastructure required to support it. At this time, based upon the scope of the proposed charging infrastructure project by the Public Works Department, a transition to an all-BEV fleet is viable. An all-BEV fleet transition will require the procurement of twenty (20) replacement vehicles through the EFM Master Lease Equity Agreement. Advantages of using a vehicle leasing program include, but are not limited to, the following:

- Maximizes cash flow opportunities by creating an on-going consistent annual payment for fleet vehicles as opposed to funding the entire cost of vehicles up front
- Increases employee safety by enabling the City to replace outdated vehicles sooner, consistent with vehicle replacement industry standards
- Significantly reduces vehicle preventative maintenance and fuel/energy expenses by converting immediately and entirely to an all-electric fleet

Fleet lease cycles for most vehicles are typically sixty (60) months. Using this bid to establish a vehicle lease program with EFM will provide a consistent annual lease payment and substantially reduce or eliminate preventative maintenance expenses and related downtime.

The proposed lease for these vehicles will be an “Open Ended (Equity) Lease”. At the end of the lease cycle, the City will have the option to continue to lease the vehicles (a \$400 service charge will be due at the end of the sixty (60) month lease per vehicle), or exchange the equity in the vehicle(s) for a new replacement in a renewed lease, likely at a lower cost due to equity transfer. EFM does not offer a maintenance program for BEVs, as there is no preventative maintenance required for the proposed all-electric vehicles. The Police Department intends to maintain a greatly reduced vehicle maintenance budget to provide for traffic collision repair and consumables such as tires, windshield wiper fluid, and brakes.

Based on the EFM quote, the total annual cost to lease the twenty (20) vehicles referenced above will be \$304,124 per year (Attachment 7). Over a 10-year period, cost savings is estimated to be \$564,426, or an approximate average sustainable savings of \$56,443 per year. Vehicle leasing costs will be budgeted annually on an ongoing basis from the appropriate fund(s). The City’s current insurance will cover the leased vehicle at no additional cost.

Why Tesla?

Safety, reliability, and performance are critical elements of successful public safety fleet operations. Legacy ICE automakers have been plagued by recent significant recalls and performance issues by General Motors and Ford related to the Chevy Bolt and Mach-e, respectively. These automakers have struggled in the transition to the

manufacture of all-electric vehicles at scale and have yet to demonstrate mature, reliable products in the BEV space. As a result of staff's extensive research of all-electric product offerings from existing legacy auto manufacturers, which include the Ford Mach-e, Volkswagen ID.4, Hyundai Ioniq 5, and the KIA EV 6, none were found to be immediately suitable for the Police Department's needs.

As an organization, Tesla was built to address the negative impacts of climate change. Founded in 2003, Tesla's mission is to "accelerate the world's transition to sustainable energy." Over the course of the next 19 years, Tesla has evolved and emerged as the all-electric EV market leader with the safest, most mature products with advanced technology. Tesla's corporate philosophy aligns closely with the City's CAP and related goals.

In addition to the local benefits of this proposed adoption, it is also important to Police Department staff that a transition to BEVs results in meaningful, positive environmental impact at the national, and potentially global level. In March 2022, Tesla released their latest 2021 Impact Report (Attachment 4). The Impact Report comprehensively addresses Tesla's global environmental impact from supply chain, through manufacturing, vehicle use, and vehicle end-of-life. The report demonstrated how Tesla is leading the EV automobile industry in minimizing negative climate and social impacts across the entire EV lifecycle.

Charging Infrastructure

Sufficient charging infrastructure to support an all-BEV fleet is a critical component to the success of this program and would serve as a significant step towards the long-term goal of a sustainable, carbon-neutral energy future. Working in partnership with Southern California Edison (SCE) and the City's Public Works and Fire Departments, City staff has re-imagined the fleet parking lot areas to support the installation of chargers, solar panels and battery storage. The results and recommendations from these efforts will be brought before the City Council in a separate but complementary capital improvement project, and will require a significant investment as detailed in the CAP.

Charging infrastructure redundancy is also an important consideration for public safety entities in the event of power grid disruptions. Tesla has built a growing network of Superchargers to support the charging needs of their products. With more than 35,000 Superchargers, Tesla owns and operates the largest global fast-charging network in the world with reported 99.96% uptime as detailed in the 2021 Tesla Impact Report (Attachment 4). The recently constructed and publicly available twenty (20) stall Tesla Supercharger location at Glenarm Street and the Pasadena 110 Freeway helps meet the City's charging infrastructure redundancy and supplemental energy needs.

The Glenarm Supercharger site is supplied with electricity from the Pasadena Department of Water & Power, a completely independent provider of electricity. The City of South Pasadena currently sources electricity from Southern California Edison

(SCE), through which the City is a member of the Los Angeles County Clean Power Alliance, which provides 100% clean and renewable energy. Availability of electricity from multiple sources to support the City's BEV charging needs minimizes the risk of concurrent outages. Installation of chargers, solar panels and battery storage at the City Hall complex will further enhance that safety net and put the City on the road to sustainable energy independence for the Police Department's fleet operations. Additionally, there are a number of other Tesla Supercharger locations in and around our region, further mitigating power grid disruption risk.

Alternatives Considered

The City Council may make a finding that it is more appropriate to incrementally implement the transition of the Police Department fleet to BEVs with a corresponding scaled-down investment in charging infrastructure. In doing so, the Police Department would be required to maintain existing gasoline infrastructure in parallel with new charging infrastructure. Additionally, cost savings and climate benefits inherent to BEVs (e.g. maintenance, fuel, eliminated GHG emissions, etc.) would be reduced proportionally to the number of proposed BEVs removed from the proposal. Other options and alternatives for consideration could be:

1. Transition half of the Police Department's fleet to BEVs. A transition of half the fleet to BEVs would result in approximately half of the proposed project expenses; however, would also require maintaining existing ICE infrastructure, in addition to related fuel and maintenance expenses.
2. Purchase an immediate five (5) Ford Police Interceptor Explorer hybrids and a future three (3) on an annual basis as the minimum necessary to maintain a sustainable fleet. The Police Department would require an immediate five vehicles due to the fact that only one vehicle has been purchased over approximately the last three years. The current cost of one vehicle, including Police up-fitting is roughly \$63,063.

Fiscal Impact

The total amount of this agreement with EFM over sixty (60) months is \$1,904,372, which includes \$1,520,620 for vehicle lease financing and a one-time down payment of \$383,752. The one-time down payment would become due when the vehicle order is placed. The annual lease payment would become due upon vehicle delivery. All related costs for vehicle up-fitting are included in the annual lease payment.

The annual lease payment of \$304,124 will be funded from account #105-4010-4011-8101 Vehicle Lease, with an additional appropriation of \$31,124 necessary to cover a balance deficit. The one-time down payment amount of \$383,752 is proposed to be funded by an appropriation from undesignated general fund reserves. The annual lease payment and one-time down payment have been offset by the equity in the existing fleet proposed to be surplus through EFM pursuant to the Master Lease Agreement. The estimated value of the surplus vehicles is \$139,400.

The current fiscal year 2022-23 budget for the Police Department fleet is \$343,000; \$143,000 for Vehicle Leases (105-4010-4011-8101), \$80,000 for Vehicle Maintenance (101-4010-4011-8100) and \$120,000 for Fuel (101-4011-8105).

Commission Review and Recommendation

On December 6 and December 13, 2021 respectively, the Natural Resources and Environmental Commission and the Public Safety Commission reviewed the subject matter. Each Commission made a recommendation to the City Council that the Police Department transition their entire vehicle fleet to BEVs. This recommendation was made in concert with the Commission's consideration of the electric vehicle charging infrastructure necessary to support this transition through the Southern California Edison (SCE) Charge Ready program.

Attachments:

1. Fremont Police Department Electric Patrol Vehicle Pilot Program Outcome Report
2. Fremont Police Department Tesla Model Y Media Kit
3. City of South Pasadena 2020 Climate Action Plan
4. Tesla 2021 Impact Report
5. City of South Pasadena General Plan
6. Enterprise Lease Management Master Lease Agreement
7. Estimated Equity Lease Costs
8. Enterprise Proposals

ATTACHMENT 2

July 20, 2022 City Council Meeting Staff Report:
City Hall Electrification Projects



City Council Agenda Report

ITEM NO. 26

DATE: July 20, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: H. Ted Gerber, Director of Public Works

SUBJECT: **Discussion and Direction on City Hall Electrification & Related Improvement Projects**

Recommendation

It is recommended that the City Council:

1. Provide direction on the City Council's interest in participating in the Southern California Edison (SCE) Charge Ready Program, including consideration of a 10-year commitment to share the cost of installing Level 2 electric vehicle chargers at City Hall parking lots (police department, fire department, and employee parking lots) to support Public Safety fleet electrification;
2. Provide direction to City staff on developing plans to install Level 3 electric vehicle chargers in the City Hall Police Department parking lot to support Public Safety fleet electrification;
3. Provide direction on the City Council's interest in participating in the Clean Power Alliance (CPA) Power Ready Program, including consideration of up to a 20-year commitment, to facilitate installation of solar panels at the Hope/Mound City parking lot and battery backup systems at City Hall to support building electrification;
4. Provide direction on the City's participation in the Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program, including cost sharing the installation of stormwater capture and reuse equipment in and around the City Hall parking lots, to support related sustainability electrification improvements;
5. Set a date for a public hearing to adopt contracts for energy conservation/alternative energy supply, pursuant to California Government Code Section 4217.10.

Background

The City's sustainable transportation and electrification objectives outlined in the City's Climate Action Plan (CAP), adopted in December 2020. These goals include:

- A municipal-sector goal (CAP M.2) to electrify the municipal fleet and mobile equipment and install electric vehicle charging stations at City buildings;
- A transportation-sector goal (CAP T.1) to increase zero-emission vehicle and equipment to 13% by 2030 and 25% by 2045.

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- An energy-sector goal (CAP E.4) to develop and promote reduced reliance on natural gas through increased clean energy systems that build off of renewable energy development, production, and storage.

The CAP also identifies these initiatives as ‘high cost’ goals due to the significant infrastructure investments required. Therefore, in 2021, City staff began pursuing project and funding opportunities to implement electrification infrastructure at City Hall, including planning for electric vehicle chargers, photovoltaic solar panels, and battery backup systems. In this effort, City staff worked with Southern California Edison (SCE) and the Clean Power Alliance (CPA) to identify assistance programs to implement electrical infrastructure at City Hall at relatively low cost and substantial benefit to the City. The City also identified an infrastructure-funding program from Metropolitan Water District (MWD) to implement stormwater capture and reuse improvements at City Hall, corresponding to the identified electrification updates.

This item seeks City Council discussion and direction on policy matters related to converting public safety fleet vehicles from gas-powered to electric-powered, and constructing the infrastructure necessary to support this conversion. As South Pasadena’s public safety fleet vehicles age beyond their useful service life, there is an immediate need to replace Police Department patrol, detective, and pool vehicles, and Fire Department administrative vehicles. This report focuses on the infrastructure component of this discussion, and the vehicle component is presented in a separate report.

Overview

A description of four program opportunities related to electrification and related improvement opportunities that could be utilized individually or in combination, are listed below.

1. SCE Charge Ready Program (Level 2 Chargers): An opportunity to install thirty-four (34) Level 2 electric vehicle chargers through the SCE Charge Ready Program in the three parking lots behind City Hall: the Police Department, Fire Department, and City Staff parking lots. For reference, Level 2 chargers can fully charge an electric vehicle overnight. If the Council decides to move forward with this opportunity at a future public hearing, the SCE Charge Ready program requires the City to enter into a 10-year agreement, where the City procures, installs, and maintains the chargers, while SCE funds and installs the electrical infrastructure (transformers, service wiring/conduits, panels and wiring, and meters) to support the chargers. The infrastructure would be owned and maintained by SCE, and the City would need to grant SCE an easement through the parking lot areas. In order to meet SCE’s minimum cost-benefit of electrical support infrastructure, thirty-four (34) is the minimum number of chargers required for this installation. The chargers must be powered from SCE’s electrical system (not solar or battery) and must be selected from SCE’s approved product list. The SCE agreement (Attachment 1) includes certain

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indemnification, liability, early termination costs, demand response, data collection/reporting, and network service provider requirements. The sample easement is included as Attachment 2, and the conceptual installation plan is included as Attachment 3.

2. City Installation of Level 3 Chargers: Utilization of General Fund Capital Improvement Program (CIP) designated funds to develop plans to install Level 3 electric vehicle chargers in the City Hall Police Department parking lot to support Public Safety fleet electrification. For reference, Level 3 chargers can fully charge an electric vehicle in as little as 30-60 minutes. Full electrification of the Police fleet would require both Level 3 and Level 2 chargers. Partial electrification of the Police fleet would require at least Level 3 chargers.

3. Clean Power Alliance Power Ready Program: An opportunity to install energy resiliency solar photovoltaic panel power generation and battery energy storage backup equipment through the CPA Power Ready Program, described in Attachment 4. The City and CPA identified site is the City owned public parking lot located at the southeast corner of Hope Street and Mound Avenue, across the street from City Hall. The system will support the critical electrical usage at City Hall, but the system will not power SCE Charge Ready Level 2 electric vehicle chargers, if installed. CPA will include the City's site in a portfolio of other member agency sites and issue a competitive Request for Offers to be bid by solar/storage developers, who will construct, install, own, operate, and maintain the installation at their cost. The City will lease the site to the developer for a term up to twenty (20) years. The City will pay less or the same rate for electric service to the CPA, than it would have if it did not participate in the Power Ready program, but with an additional benefit of continued service during power outages, up to four (4) hours of power supply for critical loads. If the Council decides to move forward with this opportunity at a future public hearing, the CPA template agreement (Attachment 5) includes certain procurement, insurance, and indemnification requirements. The CPA's site assessment overview is included as Attachment 6.

4. Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program: An opportunity to install new underground cisterns inside the existing City Hall staff parking lot, as well as drainage improvements in the surrounding area to redirect stormwater runoff to the cisterns through the 1:1 cost sharing MWD Stormwater for Direct Use Pilot Program. The project also includes improvements and minor alterations to existing landscaping, and an irrigation system to utilize the stored stormwater for landscape irrigation with solar powered pumps. The MWD requires the City to measure and report stormwater capture and use, with a minimum design capture of one acre-foot per year. An overview of the MWD Stormwater for Direct Use Pilot Program is included in Attachment 7. If the Council decides to move forward with this opportunity, the MWD agreement

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(Attachment 8) includes certain procurement, insurance, indemnification, and intellectual property use requirements. Those provisions will be analyzed, and if applicable, negotiated, prior to bringing back for final approval. Conceptual plans for the system are provided in Attachment 9.

Analysis

SCE Charge Ready Program (Level 2 Chargers)

The California Public Utilities Commission (CPUC) issued a decision adopted on September 2, 2020 approving SCE's Charge Ready program. The decision approved the 4-year program and \$436 million in funding, comprised of approximately \$417.5 million for charging infrastructure, \$14.5 million for marketing, education, and outreach, and \$4.3 million for an evaluation of the Charge Ready infrastructure and market education programs. The Charge Ready program supports both local air-quality requirements and California greenhouse gas (GHG) reduction goals, including a 40% reduction of GHG emissions from 1990 levels by 2030 and an 80% reduction by 2050. The program provides financial and technical assistance to expand the charging infrastructure available for electric vehicles (EVs), where SCE non-residential customers apply for EV charger installation assistance for specific sites with SCE accounts. SCE is generally responsible for designing and installing the supporting infrastructure (transformers, service wiring/conduits, and meters), and participants are generally responsible for the selection, purchase, and installation of the charging equipment. However, the City has selected a 'Make-Ready SCE-Built' program option where SCE, at their cost, installs the customer-side equipment including charger electrical panels, conduits, and wires, in lieu of the City procuring its own contractor to install equipment. At present, the program does not support the installation of DC Fast Charging (DCFC) or Level 3 chargers, and only Level 1 or Level 2 chargers are being considered.

The City submitted applications for five (5) sites to be considered for Level 2 chargers:

- City Hall Police, Fire, and staff/public parking lots
- Library/Senior Center street parking
- Parking lot at Arroyo North Park
- Parking within the Maintenance Yard at 825 Mission
- Parking within the Compressed Natural Gas (CNG) Refueling Station and Yard at Stoney Drive / Lohman Lane for Dial-A-Ride buses and City utility vehicles

SCE evaluated each site for compliance with its program criteria, including proximity to transformers, adequate space for installation, public utilization, American Disabilities Act (ADA) access requirements, overall project complexity, cost thresholds, and other goals established by the CPUC.

The Library/Senior Center, Maintenance Yard, and CNG Station project applications were declined by SCE, as they were not viable candidates for cost-effective installations. The Arroyo North Park public parking site is still under consideration and may be a viable site to qualify for the program. The City Hall parking lots with a

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proposed collective count of thirty-six (36) Level 2 chargers, were selected as a viable candidate. This was later updated to thirty-four (34) Level 2 chargers, after a Direct Current Fast Charging (DCFC)/Level 3 electric vehicle charger co-funded by the City and South Coast Air Quality Management District (SCAQMD) Mobile Source Review Committee (MSRC), was installed in the Fire Department parking lot. One basis for this selection was the joint-municipal utilization by police and fire departments, and the availability of the City staff parking lot for public opportunity charging.

The subject parking area behind City Hall is divided into three sections: the Police Department lot to the west, the City staff lot to the east, and the Fire Department lot between the east and west parking lots. The City staff lot will require ADA improvements that will be included in the design and construction performed by SCE. The Police and Fire parking lots will not require ADA improvements, as these areas are not accessible to the general public, and it is assumed that parking spots would be assigned to specific staff members. The conceptual installation plan for all three lots is included as Attachment 3.

Thirty-four (34) electric vehicle chargers would be installed across the three lots, where thirty-four is the minimum number required in order for this site to qualify for Charge Ready program acceptance. The sixteen (16) chargers in the Police Department lot would support the department's transition of twenty (20) internal combustion engine vehicles to battery electric vehicles, while the four (4) chargers in the Fire Department lot would support that department's transition of its two (2) administrative internal combustion engine vehicles, and support other City staff electric vehicles. Fourteen (14) chargers would be installed in the City staff parking lot, and primarily used by City staff during normal business hours, but also available for paid-access public use during all other times.

SCE funds and performs the installation of the necessary transformers, electrical panels, meters, and service wiring/conduits, and the City agrees to operate and maintain the system for ten (10) years, with monthly monitoring. The value of this SCE-funded design and construction work is estimated around \$500,000 to \$700,000. The City is responsible for installing the chargers and charger pedestals or wall mounts. This initial investment is estimated at approximately \$100,000, and has been appropriated from the General Fund by the City Council in the adoption of the annual Fiscal Year (FY) 2022-2023 Capital Improvement Program (CIP) budget.

SCE has prepared a participation agreement for the City to review (Attachment 1). If the Council wishes to move forward with this program opportunity, a future public hearing will be scheduled and appropriately noticed, during which the Council may approve the City's engagement in the SCE Charge Ready program as an energy conservation project. If approved, the City must procure the necessary chargers and provide proof of procurement to SCE. SCE will then develop the preliminary design and site plans for the project, which the City must accept – then permitting, design, and construction may begin. The City must grant SCE an easement, a sample of which is

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included as Attachment 2, and install the charging equipment. Once the systems are installed as proposed, the City would then request applicable incentive rebates offered by SCE. From agreement to execution, the process is expected to take about 9 months.

City Installation of Level 3 Chargers

Several parking spaces on the south side of the Police parking lot near the SCE electric meter have been reserved apart from the SCE Charge Ready Level 2 plan, for the installation of additional DCFC/Level 3 electric vehicle chargers to quickly charge patrol vehicles between shifts. A budget of \$250,000 has also been appropriated from the General Fund for this work by the City Council in the annual FY 2022-2023 CIP budget. Level 3 chargers can fully charge an electric vehicle in as little as 30-60 minutes. Full electrification of the Police fleet would require both Level 3 and Level 2 chargers. Partial electrification of the Police fleet would require at least Level 3 chargers.

The selection of this location within the Police Department parking lot was facilitated by its proximity to the station, current use as a patrol set-up area, and proximity to the SCE power supply switchboard and meter for City Hall. The City Hall meter is rated to provide 1000 amperes of electricity, and it is expected that the Level 3 chargers may be able to draw on this supply. However, much of the City Hall electrical equipment is located in the basement of the facility, underneath the central courtyard, and therefore Level 3 charger installation will likely require additional distribution hardware located in the Police Department parking lot, reducing parking space. An unleaded gasoline underground storage tank, which is currently in use, is also located in the Police Department parking lot. Pursuant to the direction provide by the City Council, City staff are prepared to move forward contracting a design professional to develop a plan for Level 3 charger installation at this location.

Clean Power Alliance Power Ready Program

The Clean Power Alliance (CPA) partners with SCE to deliver 'green' energy, including solar, wind, and hydroelectric to communities across Southern California. South Pasadena residents benefit from 100% green power/renewable energy services through the CPA.

In an effort to support community energy reliability, CPA offers a Power Ready program, which could provide the City an energy resiliency installation at no cost as an additional benefit to being a CPA member agency. Through the Power Ready program, City staff and CPA have worked to select City Hall and the adjacent Hope/Mound parking lot site at which CPA will install a solar panel array, battery energy storage system, and the supporting electrical infrastructure needed to interface with the current facility's electrical system. Systems are installed at no cost to the City and no increase to monthly utility payments – including solar, storage, and resilience as additional value to existing electrical utility costs. This additional value is made possible by the electrical energy provided by the solar system and/or battery storage system, CPA's ability to draw power from the batteries during peak demand (CPA Demand Response), and the energy

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arbitrage and the time-of-use configuration utilized to purchase electricity during off-peak lower rates and storing that energy for use during peak rates. In addition, the energy resiliency provided allows the facility to operate critical loads (less than 20% of the full load) for at least four hours during a power outage. The Power Ready program design stipulates that approximately 25% of the Battery Energy Storage System (BESS) capacity be maintained as a “Reserve Capacity” that is always ready for an unplanned outage. The remaining 75% of capacity may be used for daily energy management services, notably energy arbitrage and peak demand clipping.

During the site selection process, City staff nominated sites, considering community benefit, city logistics, emergency sheltering, public access, and communications, among other priorities. CPA’s contractor narrowed the selection to a site that would maximize economic value and provide resiliency to the critical loads identified at that site.

CPA’s selection criteria considered:

- a single facility/meter served by CPA
- energy resilience need
- community benefit
- a sufficient site energy use for net energy metering (NEM) solar offset
- a means to identify and justify critical loads
- ideal space and electrical utility proximity
- modern switchgear and electrical equipment
- existing energy-efficiency
- the CalFire region or CalEnviroScreen Disadvantaged Community status, and
- an ability to execute a site agreement without major constraints

The City sites considered included City Hall, the Library, and Garfield Reservoir. However, the age and geometric dynamics of the roofs, as well as tree canopy shading, added complications to selecting City Hall or the Library, and the initial evaluation yielded Garfield Reservoir as the priority selection. However, an idea emerged to install the solar panels in the City public parking lot adjacent to City Hall and transfer generated power via underground conduit to City Hall. This arrangement had previously been thought infeasible, as there were several program and regulatory restrictions to implement this configuration, including solar/storage equipment installed on two parcels and across a public right-of-way, aggregating multiple SCE accounts, and transferring power between two sites. South Pasadena’s CPA Board Director facilitated a review of these restrictions with SCE, and SCE confirmed that the conceptual design could move forward without any regulatory complication.

During initial feasibility analysis, South Pasadena and CPA’s contractor have received acceptance from the SCE planning department to combine the parking lot account and City Hall Complex account into a single account, to erect solar carports in the parking lot, and to use the solar panels to power City Hall loads, connecting the two via an underground conduit running under Mound Ave. In the event of a grid outage, the

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Power Ready goal is to enable some limited critical loads to remain operational. At City Hall, there is a 125 kW gas-powered generator currently backing up many plug loads, lighting loads, dispatch operations, Information Technology (IT) servers, and some additional critical infrastructure. One approach for the solar and storage system is to back up these same critical loads and take priority over the generator, allowing for carbon-free resilience, and relegating the generator to a backup of last resort.

The parking lot adjacent to City Hall can accommodate 230 kilowatts (kW) of photovoltaic solar panels, spread across three multi-vehicle carports. This is projected to generate approximately 400,000 kilowatt-hours (kWh) per year, roughly 75% of the facility's current annual usage of 543,000 kWh (using 2019 interval data). This annual usage would increase after the transition to electric Police and Fire vehicles. The Battery Energy Storage System (BESS) would likely be located in the parking lot on the north, central side of City Hall next to the Fire Department, with a capacity of approximately 167 kW / 667 kWh. Altogether, the Power Ready Program anticipates CPA will install a total of 8 Megawatt-hours (MWh) of storage and 5 Megawatts (MW) of solar systems across member jurisdictions in its two-county service area.

If the Council wishes to move forward with this program opportunity, a future public hearing will be scheduled and appropriately noticed, during which the Council may approve the City's engagement in the CPA Power Ready program.

Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program

The stormwater capture component of the project includes installation of new underground cisterns inside the existing City Hall parking lot, and drainage improvements to redirect stormwater runoff to the cisterns. The project will also feature improvements and minor alterations to the area existing landscaping, including a passive gravity irrigation system to utilize the stored stormwater for landscape irrigation via solar powered pumps. For this project, Metropolitan Water District (MWD) has extending an opportunity to South Pasadena to participate in its Stormwater for Direct Use Pilot Program, and the City has proposed to integrate the MWD program into the electrification work. This program provides funding to construct projects that can provide stormwater capture and reuse data to MWD to facilitate a better understanding of these types of projects. The MWD grant opportunity requires the project to have an estimated minimum design capture and use of one acre-foot of water (325,851 gallons) per year. To meet this design standard, stormwater drainage capture in the City Hall parking lots and along the roadways surrounding City Hall, would be directed to the underground cistern system. The City has one year from agreement execution to complete installation of metering equipment and begin monitoring, and is then required to continue with three years of monitoring and reporting. The project cost is estimated at \$1,000,000, including a \$500,000 matching grant from MWD. An overview of the MWD Stormwater for Direct Use Pilot Program is included in Attachment 7, and conceptual plans for the system are provided in Attachment 9.

Climate Impacts

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Research conducted by the South Pasadena Police Department on United States Environmental Protection Agency (EPA) statistics, shows that each gallon of gasoline burned produces 8,887 grams or 19.6 pounds of CO₂. On an annual basis, a gas-powered Ford Patrol Vehicle (FPV) is responsible for producing 42,198 pounds, or 19.14 metric tons, of CO₂ emissions. Based on EPA data, the City estimates that existing administrative vehicles in the police and fire department fleets produce approximately 4.6 metric tons of CO₂ emissions annually. As the Police Department seeks direction in replacing existing internal combustion engine vehicles with battery electric vehicles, the City expects to realize an estimated reduction of approximately 2,687 metric tons of CO₂ projected by 2030. These 2,687 metric tons of CO₂ represents 14.5% of the City's overall 2030 GHG emissions reduction target of 18,578 metric tons of CO₂, and far exceed the CAP's 'M.2' greenhouse gas emissions reduction goal of 23 metric tons of CO₂e (carbon dioxide equivalents).

Facility Concerns

The aforementioned installations will be constructed on City owned property at or near City Hall. Based on the findings of a facility condition assessment conducted in 2017, City Hall, Council Chambers, and the Police and Fire Departments each required significant capital needs for repairs: \$440,000 recommended immediately, and an additional \$315,000 over ten years (in 2017 dollars).

This fiscal year, the City is planning a comprehensive condition, safety, space planning, and functional use assessment of facilities, including the City Hall complex, to develop short-and-long-term facility repair and replacement plans. It is expected that the findings of this assessment may yield significant repair needs for City Hall, in addition to the 2017 findings, if not full replacement of the facility. It should be noted that the SCE Charge Ready and CPA Power Ready program agreements contain requirements that impose a financial liability on the City, i.e. clawback costs, if the agreed period of use for the new infrastructure is not realized.

Given the infrastructure investment considered in this report, it is appropriate to also consider the future facility improvements at City Hall, as well as the short-and-long term projected energy savings. In one view, the future facility infrastructure needs at City Hall may warrant deferring one or more of these projects, until an assessment and/or other projects can be completed. In another view, the immediate public safety vehicle needs, the energy cost savings realized in a short period of time, and the achievement of Climate Action Plan goals, may warrant proceeding with one or more of the projects now, and amortizing the future facility costs into the budget of these projects.

Procurement and Energy Conservation

California Government Code Section 4217.10 allows the City to forego its standard low-bid public procurement process to implement energy conservation, cogeneration, and alternate energy supply projects when in the City's best interest. The Code requires this determination be made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance. If the Council wishes to move forward with the

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SCE Charge Ready and/or CPA Power Ready program opportunities presented, a future public hearing will be scheduled and appropriately noticed, during which the Council may approve the City's engagement in the program(s). In addition, the Code requires that the City finds the anticipated cost of the energy provided by the facility will be less than the anticipated marginal cost of energy that would have been consumed by the public agency in the absence of those purchases, and that the difference, if any, between the fair rental value for the real property subject to the facility ground lease and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract.

Additional information to assist with the determination on the energy conservation value of these projects will be deliberated at the future public hearing, should the Council decide to move forward with such a hearing. The code grants public agencies great latitude in characterizing components of energy conservation facilities as personal or real property and in granting security interests in leasehold interests and components of the alternate energy facilities to project lenders.

The South Pasadena Police Department has analyzed the economics of transitioning to electric vehicles, and found that energy costs will be reduced more than ten-fold, shifting from \$4,355 in gasoline fuel costs per year to \$336 in electrical energy costs per year. Therefore, including vehicle purchase/lease cost, fuel cost reduction, and maintenance cost reduction, transitioning to an all-electric fleet summates to about a fourth of the current cost, from \$0.40 per mile to \$0.10 per mile (\$0.30 per mile savings). Total savings over ten years are projected at \$312,282. This cost savings is in addition to impacts associated with the 42,198 pounds of carbon dioxide emissions released each year, if not implementing an electric vehicle conversion.

Installation of the electric vehicle chargers will also qualify the City for Low Carbon Fuel Standard (LCFS) credits. The LCFS program is a market-based incentive to reduce carbon impact of California transportation fuels, with goals set by the California Air Resource Board (CARB). Carbon-based fuel importers and refiners must offset the impacts of their product by purchasing LCFS credits from generators and consumers of lower carbon-intensity fuels (i.e. electricity, biofuel, renewable diesel, etc.) to meet compliance. One LCFS credit represents one metric ton (MT) of CO₂ displaced, and the value of a credit changes daily based on the market. Through an environmental commodity broker, the City can generate credit revenue in this program, where one LCFS credit represents approximately 1,200 kilowatt-hours (kWh) of low carbon electrical energy use, valued between \$160 and \$200 each. With electric vehicle battery capacities estimated at 50-80 kWh, the credit generation from charging a full electric fleet each day could yield thousands of dollars in LCFS credits per month in addition to fuel and maintenance cost savings. Overall, combined fuel savings and LCFS credits can save at least \$0.40 per mile with a fully electrified police and fire administrative fleet. This is in addition to the cost savings achieved by entering into one or more of the program opportunity agreements, which will provide the City use of

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equipment costing hundreds of thousands of dollars without the need to purchase the equipment or pay leasing fees.

Commission Review and Recommendation

On December 6, 2021, the Natural Resources and Environmental Commission recommended to the City Council that the Police Department transition their entire vehicle fleet, and the Fire Department transition their administrative vehicle fleet, to battery electric vehicles. This recommendation was made in concert with the Commission's consideration of the electric vehicle charging infrastructure necessary to support this transition through the Charge Ready program.

Fiscal Impact

The SCE Charge Ready program requires the City to purchase chargers, operate and maintain them for ten (10) years, as well as provide networking services for monitoring. City staff expect the initial charger equipment, installation, and ten-year network services procurement to cost approximately \$200,000, after equipment rebates are applied. However, an overall cost savings is expected through energy conservation in the application of one or more of the projects. This evaluation will be discussed at a future public hearing to determine whether the City Council should forego its standard low-bid public procurement process to implement energy conservation/alternate energy supply, should the Council decide to schedule such a hearing.

On June 10, 2022, City staff submitted a grant application to the South Coast Air Quality Management District (SCAQMD) Mobile Source Review Committee (MSRC) Transformative Transportation Strategies & Mobility Solutions Program. The grant program awards funding to innovative and transformative transportation and mobility concepts that not only are effective in reducing air pollution and congestion, but also serve as a reproducible model for other agencies to follow. The City requested \$1,000,000 in grant funding to both finance the infrastructure installations identified in this report, and support the lease/purchase of public safety fleet vehicles.

The MWD Stormwater for Direct Use Pilot Program provides \$440,000 in project construction costs and \$60,000 for reporting costs, at a total of \$500,000, which must be matched by the City. Stormwater and water efficiency project funding is available in the General Fund 101 Designated Stormwater Reserve, which has a current balance of \$600,000, and the Water Efficiency Fund 503, which has a current balance of \$985,737, and will net another \$54,605 this year after expenditures. During the budget adoption process, Council discussion indicated interest in accessing these funds for this project.

Environmental Analysis

Environmental impact assessments for the installations are to be conducted by SCE as part of the Charge Ready program and by the developer of the solar and battery storage system as part of the CPA Power Ready program.

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Installation of several Level 3 electric vehicle chargers by the City in the Police Department Parking Lot, where patrol vehicles are already staged or fueled, does not expand current use. Stormwater capture/irrigation equipment for an existing drainage system at an existing facility is a negligible expansion. Therefore, both installations are exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachments

1. SCE Charge Ready Program Charging Infrastructure and Rebate Participation Agreement
2. SCE Charge Ready Program Sample Grant of Easement
3. SCE Charge Ready Program South Pasadena City Hall Conceptual Plan
4. CPA Power Ready Program Fact Sheet
5. CPA Power Ready Program Draft Template Memorandum of Understanding
6. CPA Power Ready South Pasadena Site Assessment Overview: City Hall, Fire, and Police Complex
7. MWD Stormwater for Direct Use Pilot Program Informational Flyer
8. Stormwater for Direct Use Pilot Program Draft Agreement between Metropolitan Water District of Southern California, Upper San Gabriel Valley Municipal Water District, and City of South Pasadena for the City Hall Stormwater Direct Use Project
9. South Pasadena City Hall Stormwater Direct Use Project Conceptual Plan

ATTACHMENT 3

Enterprise Lease Management Master Equity Lease Agreement

MASTER EQUITY LEASE AGREEMENT

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

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

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

3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

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

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

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

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

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

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

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

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

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

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

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

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

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

11. INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: _____
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

ATTACHMENT 4
SCE Charge Ready Program Charging Infrastructure and
Rebate Participation Agreement

Charge Ready Charging Infrastructure and Rebate Participation Agreement

This Charge Ready Charging Infrastructure and Rebate Participation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Program. Pursuant to the terms of this Agreement, SCE will (1) install the Infrastructure (as defined herein) at no cost to the Program Participant; and, (2) if applicable, remit the Charging Equipment Rebate, and/or the Maintenance and Networking Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the utility-side and Customer-Side Make-Ready Infrastructure.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready Charging Infrastructure and Rebate Program (the "Program").

APPROVED CHARGING PORTS

1. **Total Number of Approved Charging Ports:**

The commitment to procure and install the number of approved Charging Ports applies whether or not the Program Participant is eligible to also receive a rebate for the installed charging equipment, as SCE will design and install the Infrastructure based on this commitment.

The Program Participant is required to install the quantity and power level of approved Charging Ports set forth in this Agreement. Failure to procure and install the agreed upon number may lead to termination of this Agreement, at SCE's discretion.

Number of Charging Ports and Power Levels approved by SCE.

Power Level (L1) Port count: 0

Power Level (L2) Port count: 34

Power Level (DCFC) Port count: 0

2. **Rebates (if applicable):**

2.1. **Charging Equipment Rebate**

If Program Participant is eligible to receive a rebate for the purchase and installation of charging equipment, the rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total costs for procuring and installing the equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate rebate payment. The following table reflects that rebate values in effect at the time this agreement was issued:

Charging Infrastructure and Rebate	DAC	Multi-Family	Others
	Excluding Fortune 1000*		Including Fortune 1000*
L2	\$2,900	\$1,450	\$725

2.2. Maintenance and Networking Rebate

This rebate option is only available to Multi-Family Property sites located in a designated top quartile DAC. The rebate provides a one-time payment intended to offset the maintenance, networking and warranty costs associated with owning and operating L2 charging equipment. This rebate is intended to cover most of the costs associated with 10 years of the equipment's operation. The total rebate received by Program Participant will not exceed the Program Participant's actual costs.

APPROVED SITE LOCATION AND DESIGN

3. Description of Approved Location at the Site:

Brief description of the mutually approved location on the Program Participant's Site where Infrastructure will be installed.

Site Description: SCE Infrastructure Upgrade for South Pasadena City Hall Parking

Site Address: 1414 MISSION ST, SOUTH PASADENA, CA, 91030

4. Conceptual Design of the Infrastructure deployment at Program Participant's Site:

Program participant has reviewed and approved the Conceptual Design, as provided by SCE, showing the location within the Site where SCE will deploy the charging infrastructure. MAKE-READY INFRASTRUCTURE WORK

5. **The Make-Ready Infrastructure:**

If the Program Participant elects to have SCE install the entire Make-Ready Infrastructure, SCE will do so at no cost to the Program Participant. In this case, the Make-Ready Infrastructure will be part of the “Infrastructure” as defined in this Agreement.

SCE-installed Customer-Side Make-Ready Infrastructure.

PROGRAM PARTICIPATION TERMS AND CONDITIONS

Program Participant agrees that its participation in the Program is subject to the following terms and conditions:

6. **Definitions:**

- 6.1. **AHJ – Authority Having Jurisdiction:** The responsible government entity having geographically-based jurisdiction that typically approves, inspects, and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).
- 6.2. **Approved Product List:** The list of Charging Equipment qualified by SCE and meeting SCE’s technical requirements. Program Participant must select Charging Equipment from the Approved Product List to receive applicable Charging Equipment Rebate (if available).
- 6.3. **CalEnviroScreen 3.0 (or its equivalent):** see Disadvantaged Communities.
- 6.4. **Charging Equipment:** Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for the Rebate, if available, are listed in the Approved Product List, which can be found on SCE’s website at www.SCE.com/APL. See also Power Levels.
- 6.5. **Charging Equipment Supplier:** The entity from which the Charging Equipment is purchased.
- 6.6. **Charging Equipment Rebate:** Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.

- 6.7. **Charging Ports:** See Charging Stations.
- 6.8. **Charging Stations – EV Charging Equipment:** EV Charging Equipment interconnects with the electricity grid at a charging site to an electric vehicle, whether using alternating current (AC) or direct current (DC). An individual charging station unit may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid connected power source capable of recharging the vehicle’s battery pack. The individual connectors of the Charging Station are referred to as ports (referred to in this agreement as Charging Ports). Each charging station may charge one or more vehicles depending on the number of ports with which each unit is equipped. For dual-port stations, power cannot be throttled during non-DR events and each port must be able to deliver full power to both vehicles that are charging simultaneously. For example, a dual-port L2 station rated at 7.2 kW must be able to deliver 7.2 kW of power to both vehicles when two vehicles are charging simultaneously.
- 6.9. **Commitment Period:** The ten (10) year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.
- 6.10. **Conceptual Design:** Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement.
- 6.11. **California Public Utilities Commission (CPUC):** The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
- 6.12. **CPUC’s Transportation Electrification Safety Requirements Checklist:** The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from: www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882
- 6.13. **Customer-Side Infrastructure:** See “Make-Ready Infrastructure.”
- 6.14. **Customer-Side Make-Ready Rebate:** The rebate intended to offset a portion of the Participant’s costs if Participant elects to perform the Customer-Side Make-Ready Infrastructure work, following the completed

installation of the Make-Ready Infrastructure and submission of required documentation.

- 6.15. **Demand Response:** Demand Response (DR) programs encourage a reduction of electricity use during certain time periods, typically during on-peak hours or when demand for electricity is high, and/or can provide incentives to use electricity during periods of excess generation or when demand for electricity is lower.
- 6.16. **Disadvantaged Communities (DACs):** Census tracts in SCE's service territory with a top quartile score according to California Environmental Protection Agency's California Communities Environmental Health Screening Tool. SCE will use the current applicable version of the CalEnviroScreen tool to verify site status.
- 6.17. **Enrollment Portal:** The website where Program Participants can apply for the Program, check application status, and upload most required documents.
- 6.18. **Electric Vehicle Infrastructure Training Program (EVITP) Certification:** The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit <https://www.evitp.org>.
- 6.19. **Fortune 1000:** Fortune 1000 companies include companies listed on the Fortune 1000 list, subsidiaries of Fortune 1000 companies, corporate stores of Fortune 1000 companies, and international companies with annual revenue at or above the lowest cutoff point in Fortune 1000.
- 6.20. **Final Design:** Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.
- 6.21. **Final Invoice:** Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase, and installation of the Charging Equipment.
- 6.22. **Grant of Easement:** A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure.

- 6.23. **In-Service Date:** The earliest date on which the EV Charging Equipment is installed and operational.
- 6.24. **Infrastructure:** The necessary Infrastructure on both the utility-side and customer-side of the electric meter (i.e., “make-ready”) that SCE will design, construct, and install at no cost to the Program Participant pursuant to this Program. Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the customer-side portion of the Make-Ready Infrastructure, if the Program Participant elects the self-installed Customer-Side Make-Ready Infrastructure option.
- 6.25. **Make-Ready Infrastructure:** Infrastructure located on both the utility-side and customer-side of the meter is also referred to as the Make-Ready Infrastructure. The Utility-Side Infrastructure includes all infrastructure work from SCE’s distribution system to a new circuit panel that will be installed to support EV charging. SCE will always be responsible for designing, procuring, installing, and maintaining the necessary infrastructure located on the utility side of the meter. The Customer-Side Make-Ready Infrastructure includes all infrastructure from the new panel that will be set as part of the Utility-Side Infrastructure work, up to the first point of interconnection with the Participant’s Charging Equipment. Participants will have the option to have SCE perform the Customer-Side Make-Ready Infrastructure work or perform that work themselves and qualify to receive the Customer-Side Make-Ready Rebate.
- 6.26. **Make-Ready Rebate:** See Customer-Side Make-Ready Rebate.
- 6.27. **Multi-Family Property** (also referred to as multi-unit dwelling, or MUD).
The definition for enhance rebate qualifying sites include:
- 6.27.1. **Residential properties** – Structures that are designed to accommodate two or more tenants with shared parking areas.
- 6.27.2. **Apartment Buildings** – Structure(s) containing two or more dwelling units that may also include common areas and facilities, e.g., entrances, lobby, elevators or stairs, mechanical space, walks, grounds, recreational facilities, and parking both covered and open.
- 6.27.3. **Retirement Communities, Townhomes, Condominiums** – Residential communities with shared parking areas managed by an HOA or an equivalent association.

- 6.27.4. **Mobile Home Parks** – Residential mobile home communities with shared parking areas.
- 6.27.5. **University & Military Housing** – Student or military housing units or apartments with individual cooking facilities (except conventional dormitories and barracks with cafeteria type kitchens).
- 6.27.6. **Timeshares** – Vacation property communities with shared parking areas managed by an HOA or an equivalent association.
- 6.27.7. **Public Parking with Dedicated Overnight Resident Passes** – Public parking lots designated for nearby multi-family residents for overnight parking. Charging Stations can be open for public use during day-time hours.
- 6.28. **Network Service Provider:** The third-party entity that will provide Network Services for the Charging Equipment. The Network Service Provider will be required to transmit port level data and other information to SCE complying with Program requirements.
- 6.29. **Ports:** See Charging Stations.
- 6.30. **Power Levels:** Charging Equipment Power Levels.
 - Level 1 (L1) Charging:** Low power charging, typically at or below 120 volts.
 - Level 2 (L2) Charging:** Medium power charging, typically delivered between 220 and 240 volts.
 - Direct Current Fast Charging (DCFC):** Charging equipment that provide a high-power DC current, and for this program at least 50 kW, to the electric vehicle's battery without passing through any onboard AC/DC converter, which means the current is connected directly to the battery.
- 6.31. **Preliminary Design:** The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details
- 6.32. **Program:** Also referred to as the Charge Ready Charging Infrastructure and Rebate Program. This Program is designed to help Program Participants install the charging infrastructure needed to enable drivers to refuel their light-duty electric vehicles.

- 6.33. **Program Guidelines:** Program reference documents developed by SCE that provide program information, including but not limited to the program participation requirements.
- 6.34. **Program Participant:** The SCE non-residential entity that enters into this Agreement.
- 6.35. **Property Owner/Site Owner:** Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.
- 6.36. **Rebate Payment:** The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment, meets the qualification requirements for the Customer-Side Make-Ready Rebate, and/or the Maintenance and Networking Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion.
- 6.37. **Site:** The premises, owned, leased or operated by Program Participant, where the Charging Equipment will be installed.
- 6.38. **Time-of-Use (TOU) Rate Plans:** Rate plans which feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once.
- 6.39. **Utility-Side Infrastructure:** See Make-Ready Infrastructure.
- 7. **Eligibility.**

Program Participant certifies that it meets, and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program, including, but not limited to:

 - 7.1. Program Participant is a non-residential SCE entity with at least one active service account.
 - 7.2. The installation site is located in SCE's service territory.
 - 7.3. Program Participant agrees to provide, or cause the Site Owner to provide, SCE with the rights of way across public or private property (as applicable) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.
 - 7.4. Program Participant will comply with all Program requirements outlined in the Charge Ready Program Guidelines.
- 8. **Additional Representations of Program Participant during the Term of the Agreement.**

Program Participant:

- 8.1. Program Participant agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Ports and their charging power level set forth in Section 1 cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.
- 8.2. All charging equipment must be selected from SCE's Approved Product List (APL) or otherwise approved by SCE for installation under this Program, in a quantity approved by SCE.
- 8.3. Program Participant agrees to have APL listed charging equipment installed by a qualified C-10 licensed and insured contractor.
- 8.4. Agrees to ensure their EVSE equipment installer follows all relevant State and local codes, and AHJ permitting requirements. All installed equipment must be correctly rated for the location where it will be installed (outdoor rated if applicable, conforming with ventilation requirements). The EV charging current shall not exceed 80% of the branch circuit rating. All EVSE installations must comply with the SB350 safety requirement checklist.
- 8.5. Agrees to ensure their EVSE equipment installer will not install and energize any EVSE or associated equipment capable of generation or bidirectional operation without Permission to Operate from SCE.
- 8.6. Agrees to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for a minimum of ten (10) years from the In-Service Date of Charging Equipment ("Commitment Period").
- 8.7. Agrees that, if at any time during the Commitment Period the Charging Equipment is replaced, only SCE approved EVSE will be installed and all associated costs will be the responsibility of the Program Participant.
- 8.8. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider approved by SCE to record and transmit EV charging usage and other data to SCE.
- 8.9. Program Participant authorizes SCE to act on Program Participant's behalf to voluntarily grant a Third Party access to receive information relating to Charging Station data, billing records, billing history, pricing information, and all meter usage data used for bill calculation for all

meters participating in this Program. This authorization expires ten (10) years from the Charging Equipment's In-Service Date.

- 8.10. Program participant authorizes the use of the collected Charging Station and related meter and billing data for regulatory reporting, program evaluation, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.
- 8.11. Acknowledges and agrees that the actual Make-Ready Infrastructure may vary from the Conceptual Design, if, in SCE's sole discretion, actual Site conditions or AHJ direction requires such changes.
- 8.12. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant). The Program Participant also acknowledges that reserved funding may be withdrawn, and SCE may terminate this Agreement, both in SCE's sole discretion, if Program Participant breaches the Agreement.
- 8.13. Agrees to comply with the established timelines and required documentation set forth in the Program Guidelines.
- 8.14. Represents and warrants that if Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Customer-Side Make-Ready Infrastructure, or Charging Equipment Maintenance and Networking program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with Program rebates, would reimburse Program Participant for more than 100 percent of their costs, SCE shall decrease the issued rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the Rebate Payment exceeding 100 percent of the Participants costs.
- 8.15. Program Participant agrees that the electricity meter(s) associated with the EV charging equipment will be provided service under a TOU rate plan.
- 8.16. Participants must enroll in at least one qualifying Demand Response Program.
- 8.17. Agrees to ensure information of newly installed Charging Equipment, if accessible to the general public, will be registered with the US Department of Energy's Alternative Fuel Data Center (<https://>

- afdc.energy.gov/stations/#/analyze), and with the US Department of Energy's EV Charging Station Locations mapping tool, accessible at (https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC), and that only one set of information is reported between the Program Participant and Charging Equipment Supplier.
- 8.18. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, or to provide line items from those forms as SCE may request, in order for SCE to process any Rebate Payment.
 - 8.19. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.
 - 8.20. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirements, will locate, design, and install the utility-side, and possibly the customer-side Infrastructure depending on the Participants choice. SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement.
 - 8.21. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, and its installation, as set forth in the Final Invoice(s) and consistent with the Program Participant's contract with the Charging Equipment Supplier(s) and installers.
 - 8.22. SCE will pay the Maintenance and Networking Rebate to qualifying participants following the installation of the Charging Equipment and subject to Program Participant meeting all Program requirements.
 - 8.23. For sites that qualify to participate under the Multi-Family Property sites definition by providing Public Parking with Dedicated Overnight Resident Passes, Participant agrees to ensure that overnight parking will be reserved and dedicated for nearby multi-family residents for the duration of the commitment period.

- 8.24. Agrees to participate in SCE sponsored customer satisfaction and other surveys following completion of the Project, upon request of SCE.
9. **Term and Termination:**
- 9.1. Term: The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement (“Term”).
- 9.2. Termination: If the Program Participant fails to comply with any of the terms and conditions of this Agreement, SCE, in its sole discretion, may terminate this Agreement after sending Program Participant a notice of default that remains uncured for five (5) business days from receipt, except in the case of a safety or security violation, in which case, SCE may terminate the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE’s sole discretion, to cure such safety or security violation(s).
- 9.3. Termination Costs: If this Agreement is terminated prior to the end of the Term because (1) Program Participant terminates its participation in this Program, (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment or Program Participant-owned make-ready infrastructure, if applicable; or (3) SCE terminates this Agreement due to Program Participant’s failure to comply with the terms and conditions of the Agreement, in accordance with Section 9.b. (Termination) hereof, the Program Participant shall pay (a) all costs actually incurred, or committed to be incurred, by SCE, as of the termination date, in connection with designing and deploying the Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Make-Ready Infrastructure, if applicable, are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the In-Service Date of the Charging Equipment. SCE will invoice the Program Participant for such costs, and Program Participant shall pay such invoice within sixty (60) days of receipt.
10. **Indemnification and Liability; No Representations or Warranties**
- 10.1. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship

of the Charging Equipment. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, Neither SCE nor Program Participant shall be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

- 10.2. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall, at SCE's request, indemnify, defend, and hold harmless SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.
- 10.3. Responsibility for Repairs. If Participant -installed equipment damages SCE-owned Infrastructure, Participant will be responsible for any costs

associated with making any necessary repairs. If SCE identifies an improper installation of Participant-installed equipment, Participant agrees to pay for and be responsible for making any necessary corrections in the manner requested by SCE.

- 10.4. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant, at SCE's request, shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Program Participant may exist with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Program Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Program Participant of any of its obligations hereunder.

11. **Miscellaneous**

All Applicable Tariffs Apply. All applicable SCE tariffs apply to service provided pursuant to this Agreement, with the following exceptions:

- 11.1. Rules 15 and 16. Distribution Line and Service Extensions: Because SCE will design and install the Infrastructure at no cost to Program Participant, sections in Rules 15 and 16 that address applicant responsibilities or options are not applicable to Program Participants while participating in the Charge Ready Charging Infrastructure and Rebate Program. This may include, but is not limited to, allowances, contributions or advances, payments, refunds, and design and installation options. This exception does not apply to certain responsibilities found in Rule 16, such as, but not limited to, Section A.10, providing rights of way or easements; Section A.11, providing access to the location; and Section D.1, providing a clear route for the Service Extension.
- 11.2. Survival. Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

- 11.3. Assignment. Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.
- 11.4. All applicable SCE tariffs apply to service provided pursuant to this Agreement including, but not limited to, the applicable provisions of SCE's Charge Ready Program (CRP) Tariff Schedule filed with the California Public Utilities Commission. This Agreement shall be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 11.5. Should a conflict exist between the Charge Ready Program Guidelines and this Agreement, then this Agreement shall control with respect to such conflict.
- 11.6. Incentives and Rebates are taxable and if greater than \$600 will be reported to the IRS unless the payee is exempt. SCE will report the rebate as income on IRS Form 1099. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.

This Agreement can be signed electronically. If wet signature required, this Agreement can be downloaded and signed. Following signature, the Program Participant can upload the completed Agreement. SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

AGREEMENT BY PROGRAM PARTICIPANT

By signing this document, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions set forth in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

Name of Program Participant: SOUTH PASADENA, CITY OF

Name of Program Participant Representative:

Title of Program Participant Representative:

I certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.

Signature

Date: _____

AGREEMENT BY PROPERTY OWNER (If Program Participant is the Property Owner, no separate signature is required.)

By signing this document, you represent and warrant that you are a duly authorized representative of the owner of the property on which the Site is located and that you have the requisite authority to consent to the use of the property in the manner set forth in this Agreement. You also represent that Property Owner hereby approves the installation and operation of the Infrastructure and the Charging Equipment, as well as any other necessary equipment to deploy the Charging Equipment pursuant to the Program as described in this Agreement. You further agree to execute the Easement Agreement within thirty (30) calendar days after Easement Agreement is provided by SCE.

Name of Property Owner Representative:

Title of Property Owner Representative:

I certify that I have authority to sign this Agreement on behalf of the Property Owner.

Signature

Date:

Endnotes

ATTACHMENT 5
SCE Charge Ready Program Sample Easement

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Valuation

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc No.:

**GRANT OF
EASEMENT
Vehicle Charging Station**

<u>DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)</u> _____ SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT XX	SERVICE ORDER XX	SERIAL NO.	MAP SIZE
	FIM XXX APN XX	APPROVED: REAL PROPERTIES DEPARTMENT	BY SLS/XX	DATE XX

_____, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and internal communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, for the purpose of providing electrical power to vehicle charging stations, in, on, over, under, across and along that certain real property in the County of _____, State of California, described as follows:

LEGAL DESCRIPTION

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Upon written request, Grantee shall relocate its facilities installed hereunder to another mutually approved area on Grantor's property and provided that Grantee has first been given an easement over such new area on terms identical to those set forth herein. Such relocation shall be at Grantor's sole cost and expense. Upon completion of the relocation, Grantee shall execute a quitclaim of this easement on terms reasonably acceptable to Grantor and Grantee.

To the extent Grantor removes the vehicle charging stations, and such removal is not part of a relocation, Grantor may, upon sixty (60) days written notice, terminate this easement. However, in no event will the vehicle charging stations be removed unless a structure is constructed in the parking area. Upon termination, Grantee shall have a limited right to access the property for the purpose of removing its facilities or Grantee may abandon its systems in place. In addition, upon written request, Grantee will execute a quitclaim of this easement on terms reasonably acceptable to Grantee and Grantor.

To the extent Grantee has not commenced the installation of the facilities within one (1) year of the execution date, this easement shall become null and void.

EXECUTED this ____ day of _____, 20 ____.

GRANTOR

GRANTOR

By _____
Name _____
Title _____

SAMPLE

By _____
Name _____
Title _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

SAMPLE

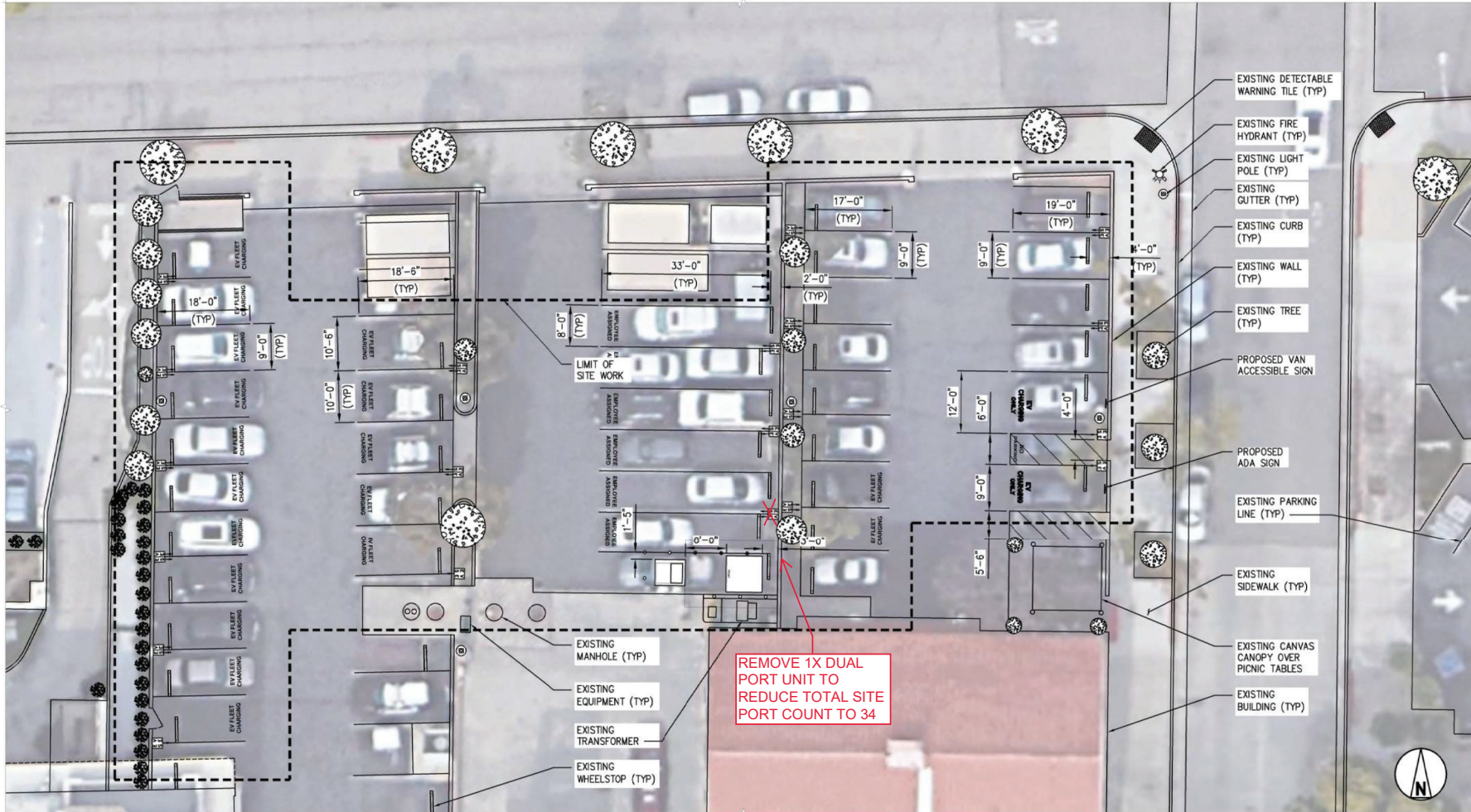
ATTACHMENT 6
SCE Charge Ready Program South Pasadena City Hall
Conceptual Plan

NOTES

- SOD PLANTED IN THE FALL MUST ESTABLISH ITS ROOTS BEFORE THE FIRST WINTER FROST. DETERMINE WHEN THE FIRST FROST USUALLY OCCURS, AND PLANT THE SOD NO LATER THAN ONE MONTH BEFORE THE FIRST FROST. IF THE CONSTRUCTION IS FINISHED LATER THAN ONE MONTH BEFORE THE FIRST FROST, USE STRAW UNTIL SOD CAN BE INSTALLED.
- THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK.
- PROPOSED ACCESSIBLE STALL AND ACCESS AISLE SHALL NOT EXCEED 2% MAX SLOPE IN ANY DIRECTION. ACCESS AISLE SHALL BE PAINTED WHITE WITH HATCH LINES SPACED A MAXIMUM OF 36" (INCHES). PROPOSED ACCESSIBLE ROUTE NOT TO EXCEED 5% RUNNING SLOPE OR 2% CROSS SLOPE. PAINTED LETTERING SHALL BE A MINIMUM OF 12 INCHES IN HEIGHT.

LEGEND

- PROPOSED SIGN
- PROPOSED BOLLARD
- ⊙ PROPOSED UTILITY BOLLARD
- ⊞ DUAL PORT PEDESTAL EVSE
- ⊞ SINGLE PORT PEDESTAL EVSE
- - - LIMITS OF SITE WORK
- PROPOSED ACCESSIBLE STRIPING
- PROPOSED METER/DISTRIBUTION SWITCHBOARD
- PROPOSED TRANSFORMER
- ▬ PROPOSED WHEELSTOP



SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM



BLACK & VEATCH

6800 W 115th ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO: 402809
DRAWN BY: GAK
CHECKED BY: NMB

A 09/17/21 ISSUED FOR 50% REVIEW
REV DATE DESCRIPTION

NOT TO BE USED FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SCE_00001340904
CITY OF S PASADENA
820 MOUND AVE
SOUTH PASADENA, CA 91030

SHEET TITLE
ENLARGED SITE PLAN

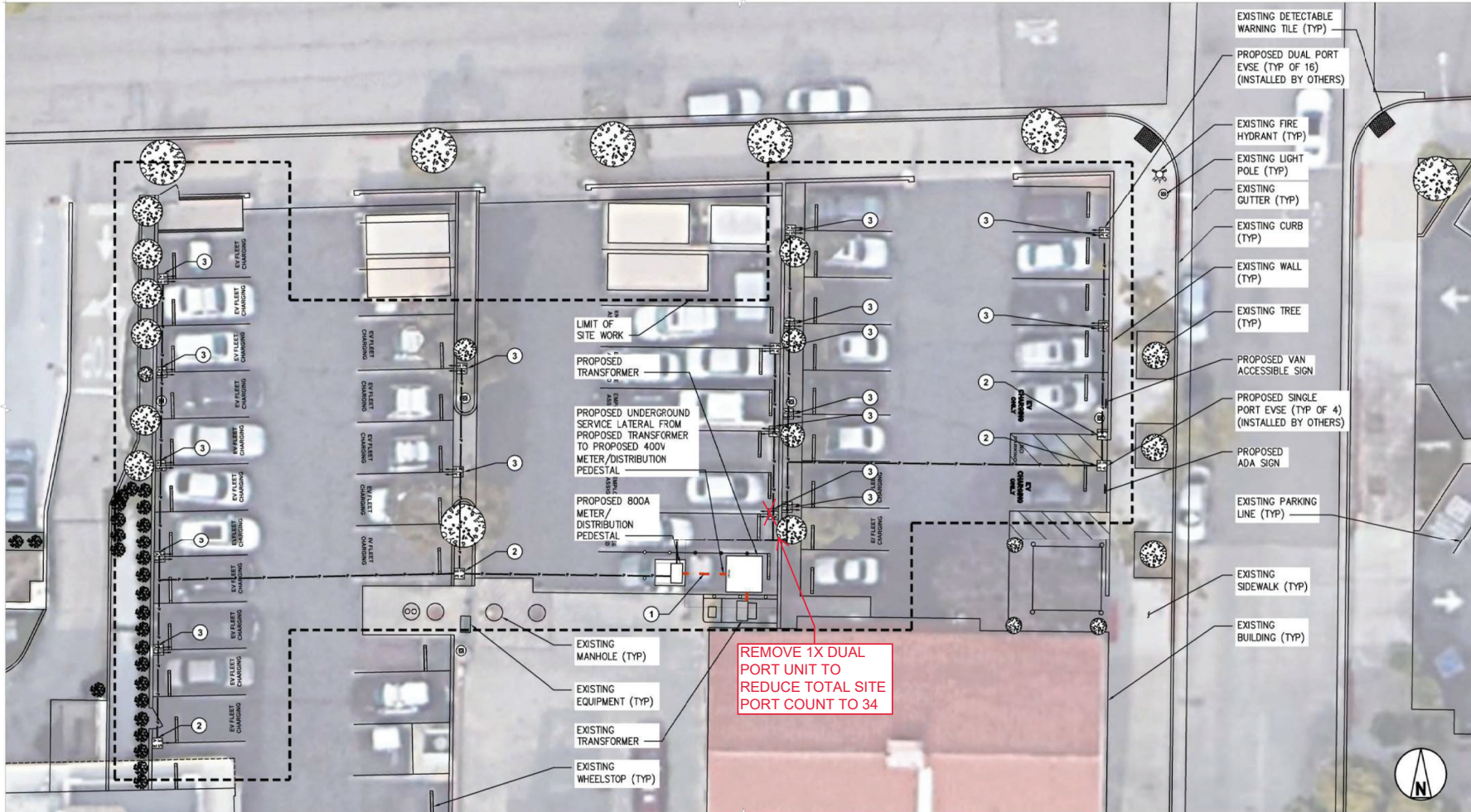
SHEET NUMBER
C-3

NOTE

1. REFERS TO CONDUIT AND WIRE SCHEDULE ON E-2 FOR REQUIREMENTS.

LEGEND

- PROPOSED SIGN
- PROPOSED BOLLARD
- PROPOSED UTILITY BOLLARD
- DUAL PORT PEDESTAL EVSE
- SINGLE PORT PEDESTAL EVSE
- LIMITS OF SITE WORK
- PROPOSED ACCESSIBLE STRIPING
- PROPOSED METER/DISTRIBUTION SWITCHBOARD
- PROPOSED TRANSFORMER
- ELECTRICAL FROM PANEL TO EVSE, DEDICATED CIRCUIT PER EVSE (<2')
- SCE ELECTRICAL SERVICE SUPPLY TO METER, BY T&D
- PROPOSED WHEELSTOP



SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM



BLACK & VEATCH

6800 W 115th ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO: 402809
DRAWN BY: GAK
CHECKED BY: NMB

REV	DATE	DESCRIPTION
A	09/17/21	ISSUED FOR 50% REVIEW

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SCE_00001340904
CITY OF S PASADENA
820 MOUND AVE
SOUTH PASADENA, CA 91030

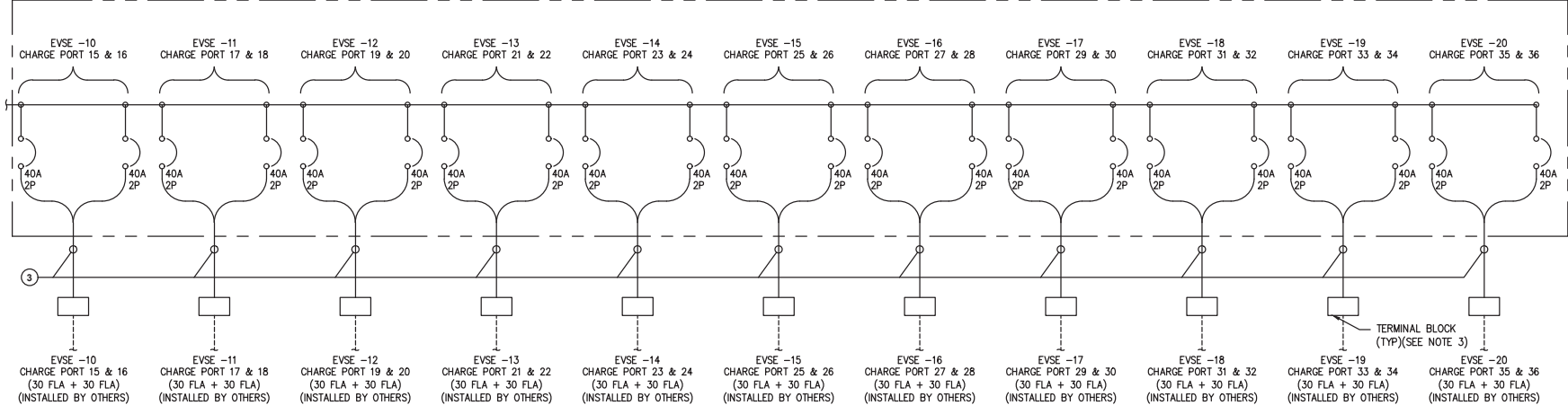
SHEET TITLE
ELECTRICAL PLAN

SHEET NUMBER
E-1



PROPOSED METER/DISTRIBUTION SWITCHBOARD, 800A BUS, 700A MAIN, 208Y/120V, 3PH, 4W, 35 KAIC (MINIMUM)

CONTINUE FROM E-2 SHEET



SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM



BLACK & VEATCH

6800 W 115th ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	402809
DRAWN BY:	GAK
CHECKED BY:	NMB

REV	DATE	DESCRIPTION
A	09/17/21	ISSUED FOR 50% REVIEW

NOT TO BE USED FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SCE_00001340904
CITY OF S PASADENA
820 MOUND AVE
SOUTH PASADENA, CA 91030

SHEET TITLE
SINGLE LINE DIAGRAM

SHEET NUMBER
E-2.1

ATTACHMENT 7

South Pasadena Police Department Fleet Inventory (2022)

South Pasadena Police Department Fleet Inventory (2022)

Unit #	Assignment	Year/Make/Model	Lic #	Vin #	Mileage	Out of Service	Out of Warranty	B/O Last 30 Days	Cause
#1501	Chief Solinsky	2015 Toyota Highlander Hybrd	1462758	5TDDCRFH4FS013060	108,306		X		
#1705	Lt. Jacobs	2017 Ford Interceptor SUV	1517995	1FM5K8AR2HGB55062	31,532		X		
#1933	Lt. Robledo	2019 Ford Fusion	1568012	3FA6P0AU5KR254853	23,567				
#0702	Unassigned	2007 Dodge Charger Silver	1273978	2B3KA43G37H771131	145,513	X			
#0213	PA / Cadets	2001 Ford CV, White	1052488	2FAFP71W82X115814	103,793	X			
#0521	Sgt. Abdalla	2011 Ford CV, Black	1328812	2FABP7BV2BX179769	65,886		X		
#0218	Detective	2002 Ford CV, Gold	1146238	2FAFP71W12X155345	95,184		X		
#0219	Detective	2002 Ford CV, Black	1190753	2FAFP71W32X115798	81,558	X			
#1102	Detective	2005 Ford CV, Black	1226156	2FAFP71W95X172348	74,459		X		
#0317	Detective	2003 Ford CV Silver	1226158	2FAFP71W93X146376	82,757		X	X	Radiator Fan
#2198 (198)	Patrol	2021 Ford Interceptor	1627680	1FM5K8AWXMNA21444	10,380				
#1798	Patrol	2017 Ford Interceptor SUV	1514165	1FM5K8AR0HGA24292	84,597	X			
#1703	Patrol	2017 Ford Interceptor SUV	1514166	1FM5K8AR2HGA24293	95,258		X	X	Over-heating during pursuit
#1406	Patrol	2014 Ford Interceptor SUV	1454014	1FM5K8AR4FGA15804	115,942		X	X	Air Conditioning B/O
#1501 (1706)	Patrol	2017 Ford Interceptor SUV	1517994	1FM5K8AR7HGC57182	66,363	X	X	X	Blown head gasket
#1908	Patrol (K9) P210	2019 Dodge Charger	1561039	2C3CDXAT0KH579223	60,951		X	X	Air Conditioning B/O // Not Sufficient for K9
#0134	Cadets	2001 Ford F-250	1116002	1FTNX20L01ED16980	28,022		X		
#1111	Patrol (CNG)	2011 Ford CV, B/W	1328816	2FABP7BV7BX176110	51,512	X			
#1405	Patrol (Old K9)	2014 Ford Taurus B/W	1426203	1FAHP2MK7EG120050	78,915		X		
#1404	Patrol	2014 Ford Taurus B/W	1426124	1FAHP2MK9EG122138	112,677		X		
# 1201	Patrol (WC)	2012 Chev Tahoe	1328952	1GNLC2E05CR188790	88,100		X		
#1909	Patrol (K9)	2019 Ford Interceptor SUV	1565095	1FM5K8AR9KGB23569	65,097			X	Electrical issue / Brakes

ATTACHMENT 8
U.S. Law Enforcement Agency Tesla Migration

U.S. Law Enforcement Agency Tesla Migration

Agency	State	Source Date	Model	Quantity	Purpose
Snohomish County Sheriff	Washington	2021-09-22	Y	1	Patrol
Aspen Police Department	Colorado	2021-11-13	Y	5	Patrol
Paragould Police Department	Arkansas	2021-11-12	3	2	Patrol/Traffic
Menlo Park Police Department	California	2021-11-11	Y	3	Patrol
Cambridge Police Department	Maryland	2021-11-11	Y	1	Patrol
Bargersville Police Department	Indiana	2021-11-08	3	5	Patrol
Berea Police Department	Kentucky	2021-10-31	3	3	Patrol
Fremont Police Department	California	2021-09-23	Y	1	Patrol
Nitro Police Department	West Virginia	2021-09-13	3	1	Patrol
Boulder County Sheriff	Colorado	2021-08-17	Y	1	Patrol
Westport Police Department	Conneticut	2021-07-22	3	1	Patrol
Eden Prairie Police Department	Minnesota	2021-07-21	Y	1	Patrol
New York City Police Department	New York	2021-12-29	3	Up to 250	Patrol
Rosendale Police Department	New York	2021-07-08	3	1	Patrol
Placerville Police Department	California	2021-05-21	3	1	Admin
Village of Gates Mill Police Department	Ohio	2021-05-21	S	1	Not announced
Yonkers Police Department	New York	2021-05-02	3	1	Patrol
Seaside Police Department	California	2021-04-23	Y	2	Patrol
Ipswich Police Department	Massachusetts	2021-03-10	Y	1	Admin
San Leandro Police Department	California	2021-02-04	Y	2	Patrol
Logan Police Department	Ohio	2021-12-05	Y	1	Patrol
Cary Police Department	North Carolina	2021-12-17	Y	2	Traffic
Central Washington University Police Department	Washington	2022-01-02	Y	1	Patrol
Redding Police Department	California	2022-02-16	3	1	Patrol
Sykesville Police Department	Maryland	2022-02-23	Y	1	Patrol
Perry Police Department	New York	2022-02-28	Y	1	Patrol
Dallas County Sheriff	Texas	2002-04-23	3	3	Not announced
Easthampton Police Department	Massachusetts	2022-05-23	Y	2	Traffic/Admin
San Antonio Police Department	Texas	2022-06-23	Y	1	Not announced
Leawood Police Department	Kansas	2022-06-29	Y	1	Patrol
Hallandale Beach Police Department	Florida	2022-07-15	Y	13	Patrol
Richmond Police Department	Vermont	2022-08-04	3	1	Patrol/Recruiting
Mukitelo Police Department	Washington	2022-08-11	Y & 3	01-Mar	Patrol/Detectives
Wolfeboro Police Department	New Hampshire	2022-08-13	Y	1	Admin
Boulder City Police Department	Nevada	2022-08-26	Y	1	Patrol

ATTACHMENT 9
Enterprise Proposals



Open-End (Equity) Lease Proposal

Date: 06/21/2022

Prepared For: City of South Pasadena (547143)

Proposal Summary

Proposal #: P613632

Prepared For:

Quantity: 9

Driver Information					Base Lease Payment									Initial Charges Billed upon Delivery			
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage	Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Lease Charge ¹	Monthly Use Tax	Full Maint Program ²	Additional Services ³	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges ⁴	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US (0 P) Solid Black / (0 I) Black w/Premium Seat Trim																	
6452087	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452088	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452089	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452090	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452091	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452092	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452093	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452094	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452095	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
Total Monthly Payment for 9 vehicles:													\$15,307.20	Total Initial Charges for 9 vehicles:		\$262,576.71	



Open-End (Equity) Lease Proposal

Date: 06/21/2022

Prepared For: City of South Pasadena (547143)

Proposal Summary

Proposal #: P613632

Prepared For:

Quantity: 9

¹Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

²See the following pages for details of Full Maintenance Service

³Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

⁴Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles 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 vehicles.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.

Lessee: City of South Pasadena

Signature

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Date



Open-End (Equity) Lease Proposal

Date: 06/21/2022

Prepared For: City of South Pasadena (547143)
Prepared For:

Capitalized Amount Calculations

Proposal #: P613632
Quantity: 9

Quote	Capitalized Prices/ Billed on Delivery	Manufacturer Invoice Price	Incentives & Rebates	Adjustment	Capitalized Price of Vehicle ¹	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total
2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US (0 P) Solid Black / (0 I) Black w/Premium Seat Trim																	
6452087	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452088	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452089	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452090	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452091	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452092	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452093	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452094	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452095	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. 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 vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Initials



Open-End (Equity) Lease Proposal

Date: 06/21/2022

Prepared For: City of South Pasadena (547143)
Prepared For:

Aftermarket & Other Costs

Proposal #: P613632
Quantity: 9

Aftermarket Equipment

Quote	Driver	Description	Capitalized Price	Billed Price
2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US (0 P) Solid Black / (0 I) Black w/Premium Seat Trim				
6452087	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452088	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452089	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452090	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452091	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452092	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452093	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452094	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452095	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
Total Aftermarket Equipment			\$367,866.00	\$0.00

Other Costs

Quote	Driver	Description	Capitalized Price	Billed Price
2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US (0 P) Solid Black / (0 I) Black w/Premium Seat Trim				
6452087	Patrol	Initial Administration Fee	\$140.00	
6452088	Patrol	Initial Administration Fee	\$140.00	
6452089	Patrol	Initial Administration Fee	\$140.00	

Quote	Driver	Description	Capitalized Price	Billed Price
6452090	Patrol	Initial Administration Fee	\$140.00	
6452091	Patrol	Initial Administration Fee	\$140.00	
6452092	Patrol	Initial Administration Fee	\$140.00	
6452093	Patrol	Initial Administration Fee	\$140.00	
6452094	Patrol	Initial Administration Fee	\$140.00	
6452095	Patrol	Initial Administration Fee	\$140.00	
		Total Other Costs	\$1,260.00	\$0.00



VEHICLE INFORMATION:

2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US
Series ID: MODELYLRL

Pricing Summary:

Table with 3 columns: Item, INVOICE, MSRP. Rows include Base Vehicle, Total Options, Destination Charge, and Total Price.

SELECTED COLOR:

Exterior: SOLB - (0 P) Solid Black
Interior: BLK - (0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

Table with 5 columns: CODE, DESCRIPTION, INVOICE, MSRP. Lists various options like seat trim, price increase, order fee, paint, interior, axle ratio, AC, audio system, transmission, tires, and wheels.

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
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material
Fender Flares: black fender flares
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Steering Wheel A/C Controls: steering-wheel mounted A/C controls
Power Sunroof: front and rear fixed laminated glass sunroof
Seat Memory: 5 driver memory seat settings (includes door mirrors, steering wheel,)
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing
Trunk/Hatch/Door Remote Release: power 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 and smart device-as-key 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
Window FOB Controls: remote window controls
Steering Wheel: heated steering wheel with power tilting, power telescoping, auto tilt-away
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
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio FM/HD with seek-scan
Radio Data System: radio data system
Amplifier: amplifier
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 14 speakers
Internet Access: internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite LED low/high beam headlamps
Auto-levelling Headlights: auto-leveling headlights
Auto-Dimming Headlights: auto high-beam headlights

Front Fog Lights: front fog lights
Front Wipers: variable intermittent wipers with heating wiper park
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
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital 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: pedestrian detection
Forward Collision Alert: forward collision
Clock: in-dash clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition 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 and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
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
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
Perimeter Under Vehicle 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 Sentry Mode with video recording
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints
Rear Headrest Control: 2 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

Heated Rear Seat: heated rear seat
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 centre armrest
Rear Seat Type: rear manual reclining 40-20-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: leatherette front and rear seat upholstery
Door Trim Insert: simulated suede door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine (electric)

Standard Transmission:

Transmission 1-speed automatic



Open-End (Equity) Lease Proposal

Date: 06/20/2022

Prepared For: City of South Pasadena (547143)

Proposal Summary

Proposal #: P613482

Prepared For:

Quantity: 9

Driver Information					Base Lease Payment									Initial Charges Billed upon Delivery			
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage	Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Lease Charge ¹	Monthly Use Tax	Full Maint Program ²	Additional Services ³	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges ⁴	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US					(0 P) Solid Black / (0 I) Black w/Premium Seat Trim												
6452008	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452009	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452010	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452012	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452013	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452014	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452015	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452016	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452017	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
Total Monthly Payment for 9 vehicles:													\$7,431.03	Total Initial Charges for 9 vehicles:		\$129,863.25	



Open-End (Equity) Lease Proposal

Date: 06/20/2022

Prepared For: City of South Pasadena (547143)

Proposal Summary

Proposal #: P613482

Prepared For:

Quantity: 9

¹Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

²See the following pages for details of Full Maintenance Service

³Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

⁴Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles 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 vehicles.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.

Lessee: City of South Pasadena

Signature

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Date



Open-End (Equity) Lease Proposal

Date: 06/20/2022

Prepared For: City of South Pasadena (547143)
Prepared For:

Capitalized Amount Calculations

Proposal #: P613482
Quantity: 9

Table with columns: Quote, Capitalized Prices/Billed on Delivery, Manufacturer Invoice Price, Incentives & Rebates, Adjustment, Capitalized Price of Vehicle, Certain Other Charges, Initial License & Registration Fee, Capitalized Price Reduction, Certain Other Charges on CPR, Gain Applied from Prior Unit, Certain Other Charges on GOP, Tax on Incentives, Aftermarket Equipment, Courtesy Delivery / Dealer Prep Fee, Delivery Charge, Other Costs, Total. Rows include vehicle details for 2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US.

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

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. 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 vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Initials



Open-End (Equity) Lease Proposal

Date: 06/20/2022

Prepared For: City of South Pasadena (547143)
Prepared For:

Aftermarket & Other Costs

Proposal #: P613482
Quantity: 9

Aftermarket Equipment

Table with 5 columns: Quote, Driver, Description, Capitalized Price, Billed Price. Contains 17 rows of lighting equipment quotes and a total row.

Other Costs

Table with 5 columns: Quote, Driver, Description, Capitalized Price, Billed Price. Contains 3 rows of initial administration fees.

Quote	Driver	Description	Capitalized Price	Billed Price
6452012	DETECTIVE	Initial Administration Fee	\$140.00	
6452013	DETECTIVE	Initial Administration Fee	\$140.00	
6452014	DETECTIVE	Initial Administration Fee	\$140.00	
6452015	DETECTIVE	Initial Administration Fee	\$140.00	
6452016	DETECTIVE	Initial Administration Fee	\$140.00	
6452017	DETECTIVE	Initial Administration Fee	\$140.00	
		Total Other Costs	\$1,260.00	\$0.00



VEHICLE INFORMATION:

2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US
Series ID: MODEL3SRP

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 46,990.00	\$ 46,990.00
Total Options	\$ 1,750.00	\$ 1,750.00
Destination Charge	\$ 1,200.00	\$ 1,200.00
Total Price	\$ 49,940.00	\$ 49,940.00

SELECTED COLOR:

Exterior: SOLB - (0 P) Solid Black
Interior: BLK - (0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
BLK_02	(0 I) Black w/Premium Seat Trim	NC	NC
FEE	Non-Refundable Order Fee	\$ 250.00	\$ 250.00
PAINT	Monotone Paint	STD	STD
SOLB_02	(0 P) Solid Black	\$ 1,500.00	\$ 1,500.00
STDEN	Motor: AC Permanent Magnet	STD	STD
STDRD	Radio: Upgraded Audio System	STD	STD
STDST	Premium Heated Front Bucket Seats	STD	STD
STDTM	Premium Seat Trim	STD	STD
STDTN	Transmission: 1-Speed Automatic	STD	STD
STDTR	Tires: P235/45R18	STD	STD
STDWL	Wheels: 18" x 8.5" Aero	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: power open and close trunk
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with tilt down
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Steering Wheel A/C Controls: steering-wheel mounted A/C controls
Power Sunroof: 1st row fixed laminated glass sunroof
2nd Row Sunroof: fixed laminated glass 2nd row sunroof
Seat Memory: 3 driver memory seat settings (includes door mirrors, steering wheel,)
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: smart device-as-key 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
Window FOB Controls: remote window controls
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
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio FM/HD with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 8 speakers
Entertainment Centre: entertainment system with digital media
Internet Access: internet access
1st Row LCD: 1 1st row 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-levelling Headlights: auto-leveling headlights
Auto-Dimming Headlights: auto high-beam headlights
Front Wipers: variable intermittent wipers with heating wiper park

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
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital 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: pedestrian detection
Forward Collision Alert: forward collision
Clock: in-dash clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition 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 and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
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
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
Perimeter Under Vehicle 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 with video recording
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints
Rear Headrest Control: 2 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
Heated Rear Seat: heated rear seat
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 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: leatherette front and rear seat upholstery
Door Trim Insert: simulated suede door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Interior Accents: 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 (electric)

Standard Transmission:

Transmission 1-speed automatic

ATTACHMENT 10
Enterprise Quotes

Prepared For: City of South Pasadena

Date 08/01/2022
AE/AM GH0/PND

Unit #

Year 2022 **Make** Tesla **Model** Model Y

Series Long Range 4dr All-Wheel Drive Sport Utility

Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 547143

\$ 109,764.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 465.00	Other: (See Page 2)
\$ 25,814.75 *	Capitalized Price Reduction
\$ 2,646.01 *	Tax on Capitalized Price Reduction
\$ 6,970.00	Gain Applied From Prior Unit
\$ 714.43 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

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

Order Information

Driver Name	Patrol
Exterior Color	(0 P) Solid Black
Interior Color	(0 I) Black w/Premium Seat Trim
Lic. Plate Type	Unknown
GVWR	0

\$ 77,444.25	Total Capitalized Amount (Delivered Price)
\$ 1,161.66	Depreciation Reserve @ <u>1.5000%</u>
\$ 362.13	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,523.79	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

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

\$ 0.00	Physical Damage Management
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Comp/Coll Deductible 0 / 0

\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 156.19	Sales Tax <u>10.2500%</u>
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State CA

\$ 1,679.98 Total Monthly Rental Including Additional Services

\$ 7,744.65 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
 (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, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of South Pasadena

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. 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.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ 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.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting - Unplugged Quote #2539	C	\$ 40,874.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 40,874.00
Aftermarket Equipment Total		\$ 40,874.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 140.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 465.00
Other Charges Total		\$ 465.00

VEHICLE INFORMATION:

2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US

Series ID: MODELYLRL

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$62,990	\$62,990.00
Total Options	\$4,700.00	\$4,700.00
Destination Charge	\$1,200.00	\$1,200.00
Total Price	\$68,890.00	\$68,890.00

SELECTED COLOR:

Exterior: SOLB-(0 P) Solid Black

Interior: BLK-(0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
BLK_02	(0 I) Black w/Premium Seat Trim	NC	NC
DLR	Tesla Price Increase	\$2,950.00	\$2,950.00
FEE	Non-Refundable Order Fee	\$250.00	\$250.00
PAINT	Monotone Paint	STD	STD
SOLB_02	(0 P) Solid Black	\$1,500.00	\$1,500.00
STDAR	5 Seat Interior	STD	STD
STDAX	9.0 Axle Ratio	STD	STD
STDEN	Dual Motor: Fr AC Induction/Rr AC Permanent Magnet	STD	STD
STDGV	GVWR: 5,712 lbs	STD	STD
STDRD	Radio: Premium Audio System	STD	STD
STDTM	Premium Seat Trim	STD	STD
STDTN	Transmission: 1-Speed Automatic	STD	STD
STDTR	Tires: 255/45R19	STD	STD
STDWL	Wheels: 19" x 9.5" Gemini	STD	STD

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
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material
Fender Flares: black fender flares
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Steering Wheel A/C Controls: steering-wheel mounted A/C controls
Power Sunroof: front and rear fixed laminated glass sunroof
Seat Memory: 5 driver memory seat settings (includes door mirrors, steering wheel,)
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing
Trunk/Hatch/Door Remote Release: power 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 and smart device-as-key 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
Window FOB Controls: remote window controls
Steering Wheel: heated steering wheel with power tilting, power telescoping, auto tilt-away
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
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio FM/HD with seek-scan
Radio Data System: radio data system
Amplifier: amplifier
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 14 speakers
Internet Access: internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite LED low/high beam headlamps

Auto-levelling Headlights: auto-leveling headlights
Auto-Dimming Headlights: auto high-beam headlights
Front Fog Lights: front fog lights
Front Wipers: variable intermittent wipers with heating wiper park
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
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital 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: pedestrian detection
Forward Collision Alert: forward collision
Clock: in-dash clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition 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 and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
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
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
Perimeter Under Vehicle 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 Sentry Mode with video recording
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints
Rear Headrest Control: 2 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
Heated Rear Seat: heated rear seat
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 centre armrest
Rear Seat Type: rear manual reclining 40-20-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: leatherette front and rear seat upholstery
Door Trim Insert: simulated suede door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine (electric)

Standard Transmission:

Transmission 1-speed automatic

Prepared For: City of South Pasadena

Date 06/21/2022
AE/AM GH0/PND

Unit #

Year 2022 **Make** Tesla **Model** Model Y

Series Long Range 4dr All-Wheel Drive Sport Utility

Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 547143

\$ 112,356.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 465.00	Other: (See Page 2)
\$ 26,462.75 *	Capitalized Price Reduction
\$ 2,712.43 *	Tax on Capitalized Price Reduction
\$ 6,970.00	Gain Applied From Prior Unit
\$ 714.43 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

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

Order Information

Driver Name K9
Exterior Color (0 P) Solid Black
Interior Color (0 I) Black w/Premium Seat Trim
Lic. Plate Type Unknown
GVWR 0

\$ 79,388.25	Total Capitalized Amount (Delivered Price)
\$ 1,190.82	Depreciation Reserve @ <u>1.5000%</u>
\$ 390.32	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,581.14	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

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

\$ 0.00	Physical Damage Management
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Comp/Coll Deductible 0 / 0

\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 162.07	Sales Tax <u>10.2500%</u>
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State CA

\$ 1,743.21 Total Monthly Rental Including Additional Services

\$ 7,939.05 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
 (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, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of South Pasadena

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. 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.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ 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.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
K-9 Cooling Fan - Unplugged Quote #2542	C	\$ 43,466.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 43,466.00
Aftermarket Equipment Total		\$ 43,466.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 140.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 465.00
Other Charges Total		\$ 465.00

VEHICLE INFORMATION:

2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US

Series ID: MODELYLRL

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$62,990	\$62,990.00
Total Options	\$4,700.00	\$4,700.00
Destination Charge	\$1,200.00	\$1,200.00
Total Price	\$68,890.00	\$68,890.00

SELECTED COLOR:

Exterior: SOLB-(0 P) Solid Black
 Interior: BLK-(0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
BLK_02	(0 I) Black w/Premium Seat Trim	NC	NC
DLR	Tesla Price Increase	\$2,950.00	\$2,950.00
FEE	Non-Refundable Order Fee	\$250.00	\$250.00
PAINT	Monotone Paint	STD	STD
SOLB_02	(0 P) Solid Black	\$1,500.00	\$1,500.00
STDAR	5 Seat Interior	STD	STD
STDAX	9.0 Axle Ratio	STD	STD
STDEN	Dual Motor: Fr AC Induction/Rr AC Permanent Magnet	STD	STD
STDGV	GVWR: 5,712 lbs	STD	STD
STDRD	Radio: Premium Audio System	STD	STD
STDTM	Premium Seat Trim	STD	STD
STDTN	Transmission: 1-Speed Automatic	STD	STD
STDTR	Tires: 255/45R19	STD	STD
STDWL	Wheels: 19" x 9.5" Gemini	STD	STD

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
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material
Fender Flares: black fender flares
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Steering Wheel A/C Controls: steering-wheel mounted A/C controls
Power Sunroof: front and rear fixed laminated glass sunroof
Seat Memory: 5 driver memory seat settings (includes door mirrors, steering wheel,)
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing
Trunk/Hatch/Door Remote Release: power 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 and smart device-as-key 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
Window FOB Controls: remote window controls
Steering Wheel: heated steering wheel with power tilting, power telescoping, auto tilt-away
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
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: FM/HD with seek-scan
Radio Data System: radio data system
Amplifier: amplifier
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 14 speakers
Internet Access: internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps

Auto-levelling Headlights: auto-leveling headlights
Auto-Dimming Headlights: auto high-beam headlights
Front Fog Lights: front fog lights
Front Wipers: variable intermittent wipers with heating wiper park
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
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital 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: pedestrian detection
Forward Collision Alert: forward collision
Clock: in-dash clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition 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 and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
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
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
Perimeter Under Vehicle 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 Sentry Mode with video recording
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints
Rear Headrest Control: 2 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
Heated Rear Seat: heated rear seat
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 centre armrest
Rear Seat Type: rear manual reclining 40-20-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: leatherette front and rear seat upholstery
Door Trim Insert: simulated suede door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine (electric)

Standard Transmission:

Transmission 1-speed automatic

Prepared For: City of South Pasadena

Date: 08/01/2022

AE/AM: GH0/PND

Unit #

Year: 2022 **Make:** Tesla **Model:** Model 3

Series: Base 4dr Rear-Wheel Drive Sedan

Vehicle Order Type: Ordered **Term:** 60 **State:** CA **Customer#:** 547143

\$ 56,264.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 465.00	Other: (See Page 2)
\$ 12,439.75 *	Capitalized Price Reduction
\$ 1,275.07 *	Tax on Capitalized Price Reduction
\$ 6,970.00	Gain Applied From Prior Unit
\$ 714.43 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

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

Order Information

Driver Name	DETECTIVE
Exterior Color	(0 P) Solid Black
Interior Color	(0 I) Black w/Premium Seat Trim
Lic. Plate Type	Unknown
GVWR	0

\$ 37,319.25	Total Capitalized Amount (Delivered Price)
\$ 559.79	Depreciation Reserve @ <u>1.5000%</u>
\$ 179.93	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 739.72	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

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

\$ 0.00	Physical Damage Management
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Comp/Coll Deductible 0 / 0

\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 75.82	Sales Tax <u>10.2500%</u>
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State CA

\$ 815.54 Total Monthly Rental Including Additional Services

\$ 3,731.85 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
 (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, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of South Pasadena

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. 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.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ 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.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting - Unplugged Quote #2543	C	\$ 6,324.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 6,324.00
Aftermarket Equipment Total		\$ 6,324.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 140.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 465.00
Other Charges Total		\$ 465.00

VEHICLE INFORMATION:

2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US

Series ID: MODEL3SRP

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$46,990	\$46,990.00
Total Options	\$1,750.00	\$1,750.00
Destination Charge	\$1,200.00	\$1,200.00
Total Price	\$49,940.00	\$49,940.00

SELECTED COLOR:

Exterior: SOLB-(0 P) Solid Black
 Interior: BLK-(0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
BLK_02	(0 I) Black w/Premium Seat Trim	NC	NC
FEE	Non-Refundable Order Fee	\$250.00	\$250.00
PAINT	Monotone Paint	STD	STD
SOLB_02	(0 P) Solid Black	\$1,500.00	\$1,500.00
STDEN	Motor: AC Permanent Magnet	STD	STD
STDRD	Radio: Upgraded Audio System	STD	STD
STDST	Premium Heated Front Bucket Seats	STD	STD
STDTM	Premium Seat Trim	STD	STD
STDTN	Transmission: 1-Speed Automatic	STD	STD
STDTR	Tires: P235/45R18	STD	STD
STDWL	Wheels: 18" x 8.5" Aero	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: power open and close trunk
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with tilt down
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Steering Wheel A/C Controls: steering-wheel mounted A/C controls
Power Sunroof: 1st row fixed laminated glass sunroof
2nd Row Sunroof: fixed laminated glass 2nd row sunroof
Seat Memory: 3 driver memory seat settings (includes door mirrors, steering wheel,)
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: smart device-as-key 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
Window FOB Controls: remote window controls
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
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: FM/HD with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 8 speakers
Entertainment Centre: entertainment system with digital media
Internet Access: internet access
1st Row LCD: 1 1st row 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-levelling Headlights: auto-leveling headlights

Auto-Dimming Headlights: auto high-beam headlights
Front Wipers: variable intermittent wipers with heating wiper park
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
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital 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: pedestrian detection
Forward Collision Alert: forward collision
Clock: in-dash clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition 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 and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
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
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
Perimeter Under Vehicle 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 with video recording
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints
Rear Headrest Control: 2 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

Heated Rear Seat: heated rear seat

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 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: leatherette front and rear seat upholstery

Door Trim Insert: simulated suede door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert

LeatherSteeringWheel: leatherette steering wheel

Interior Accents: 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 (electric)

Standard Transmission:

Transmission 1-speed automatic

Prepared For: City of South Pasadena

Date 06/20/2022
AE/AM GH0/PND

Unit #

Year 2022 **Make** Tesla **Model** Model 3

Series Base 4dr Rear-Wheel Drive Sedan

Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 547143

\$ 58,499.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 465.00	Other: (See Page 2)
\$ 12,998.50 *	Capitalized Price Reduction
\$ 1,332.35 *	Tax on Capitalized Price Reduction
\$ 6,970.00	Gain Applied From Prior Unit
\$ 714.43 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

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

Order Information

Driver Name	Cadet
Exterior Color	(0 P) Solid Black
Interior Color	(0 I) Black w/Premium Seat Trim
Lic. Plate Type	Unknown
GVWR	0

\$ 38,995.50	Total Capitalized Amount (Delivered Price)
\$ 584.93	Depreciation Reserve @ <u>1.5000%</u>
\$ 197.15	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 782.08	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

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

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 80.16 Sales Tax 10.2500% **State** CA

\$ 862.24 Total Monthly Rental Including Additional Services

\$ 3,899.70	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
 (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, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of South Pasadena

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. 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.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ 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.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting - Unplugged Quote #2544	C	\$ 8,559.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 8,559.00
Aftermarket Equipment Total		\$ 8,559.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 140.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 465.00
Other Charges Total		\$ 465.00

VEHICLE INFORMATION:

2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US

Series ID: MODEL3SRP

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$46,990	\$46,990.00
Total Options	\$1,750.00	\$1,750.00
Destination Charge	\$1,200.00	\$1,200.00
Total Price	\$49,940.00	\$49,940.00

SELECTED COLOR:

Exterior: SOLB-(0 P) Solid Black
 Interior: BLK-(0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
BLK_02	(0 I) Black w/Premium Seat Trim	NC	NC
FEE	Non-Refundable Order Fee	\$250.00	\$250.00
PAINT	Monotone Paint	STD	STD
SOLB_02	(0 P) Solid Black	\$1,500.00	\$1,500.00
STDEN	Motor: AC Permanent Magnet	STD	STD
STDRD	Radio: Upgraded Audio System	STD	STD
STDST	Premium Heated Front Bucket Seats	STD	STD
STDTM	Premium Seat Trim	STD	STD
STDTN	Transmission: 1-Speed Automatic	STD	STD
STDTR	Tires: P235/45R18	STD	STD
STDWL	Wheels: 18" x 8.5" Aero	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: power open and close trunk
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with tilt down
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Steering Wheel A/C Controls: steering-wheel mounted A/C controls
Power Sunroof: 1st row fixed laminated glass sunroof
2nd Row Sunroof: fixed laminated glass 2nd row sunroof
Seat Memory: 3 driver memory seat settings (includes door mirrors, steering wheel,)
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: smart device-as-key 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
Window FOB Controls: remote window controls
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
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: FM/HD with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 8 speakers
Entertainment Centre: entertainment system with digital media
Internet Access: internet access
1st Row LCD: 1 1st row 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-levelling Headlights: auto-leveling headlights

Auto-Dimming Headlights: auto high-beam headlights
Front Wipers: variable intermittent wipers with heating wiper park
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
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital 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: pedestrian detection
Forward Collision Alert: forward collision
Clock: in-dash clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition 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 and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
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
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
Perimeter Under Vehicle 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 with video recording
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints
Rear Headrest Control: 2 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

Heated Rear Seat: heated rear seat

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 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: leatherette front and rear seat upholstery

Door Trim Insert: simulated suede door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert

LeatherSteeringWheel: leatherette steering wheel

Interior Accents: 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 (electric)

Standard Transmission:

Transmission 1-speed automatic

ATTACHMENT 11
Estimated Equity Lease Costs

ESTIMATED EQUITY LEASE COSTS

VEHICLE	TERM	CAPITALIZED COST	AFTERMARKET COST FROM UNPLUGGED (INCLUDED IN CAPITALIZED COST)	25% CAPITALIZED PRICE REDUCTION (MONEY DOWN)	AVERAGE GAIN ON PRIOR FROM SELLING 20 CITY-OWNED VEHICLES	MONTHLY LEASE PAYMENT WITH TAX	QUANTITY	TOTAL MONTHLY COST x QTY	ANNUAL COST x QTY	TOTAL MONEY DOWN x QTY
2022 TESLA MODEL Y PATROL	60	\$109,764	\$40,874	\$25,814.75	\$6,970	\$1,700.80	9	\$15,307.20	\$183,686.40	\$232,332.75
2022 TESLA MODEL Y K9	60	\$112,356	\$43,466	\$26,462.75	\$6,970	\$1,743.21	1	\$1,743.21	\$20,918.52	\$26,462.75
2022 TESLA MODEL 3 DETECTIVE	60	\$56,264	\$6,324	\$12,439.75	\$6,970	\$825.67	9	\$7,431.03	\$89,172.36	\$111,957.75
2022 TESLA MODEL Y CADET	60	\$58,499	\$8,559	\$12,998.50	\$6,970	\$862.24	1	\$862.24	\$10,346.88	\$12,998.50
20								\$25,343.68	\$304,124.16	\$383,751.75

YEAR 1 COST	\$687,876
YEAR 2 COST	\$304,124
YEAR 3 COST	\$304,124
YEAR 4 COST	\$304,124
YEAR 5 COST	<u>\$304,124</u>
	\$1,904,373

Estimated Wholesale Value at	Reduced Book Value at Term	Estimated Equity at	Estimated Equity x QTY
\$19,000.00	\$7,744.65	\$11,255.35	\$101,298.15
\$19,000.00	\$7,939.05	\$11,060.95	\$11,060.95
\$16,000.00	\$3,731.85	\$12,268.15	\$110,413.35
\$16,000.00	\$3,899.70	\$12,100.30	\$12,100.30

Estimated Equity at 60-Month Term (2027) **\$234,872.75**