

USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

In the event Lessee notifies EFM of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, EFM will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and EFM will provide best commercial efforts to Lessee in any communications and/or negotiations with the vendor or service provider with respect to claims relating to such Vehicle.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: District School Board of Clay County

EFM: Enterprise Fleet Management, Inc.

By: _____

Name: _____

Title: _____

Address: 900 Walnut Street
Green Cove Springs, FL 32043

Attention: _____

Facsimile No.: _____

Date Signed: August 6, 2026

Signed by: _____

Daniel Lanoue

EC79300FEBDE474...

Name: _____

Daniel Lanoue

Title: _____

Finance Manager

Address: 11034 Atlantic Blvd
Jacksonville, FL 32225

Attention: _____

Facsimile No.: _____

Date Signed: June 25th, 2026



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 25th day of June, 2026, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and District School Board of Clay County (the "Company").

1. **ENTERPRISE CARDS:** EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within thirty (30) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. **RENTAL VEHICLES:** The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. **NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

In the event Company notifies EFM of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, EFM will, in good faith, attempt to resolve the Company's claims in a manner satisfactory to all parties and EFM will provide commercially reasonable assistance to Company in any communications and/or negotiations with the vendor or service provider with respect to claims relating to such Vehicle.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card to EFM. Notice to EFM regarding the

cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

7. **NOTICES:** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.
8. **FEES:** EFM will charge the Company for the service under this Agreement \$ 6.00 per month per Card.
9. **MISCELLANEOUS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Florida (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: District School Board of Clay County

By: _____

Name: _____

Title: _____

Erin Skipper
Erin Skipper
Board Chair

Address: 900 Walnut Street
Green Cove Springs, FL 32043

Date Signed: August 6, 2026

EFM: Enterprise Fleet Management, Inc.

Signed by: _____

By: _____

Name: _____

Title: _____

Daniel Lanoue
EC79300FEBDE474...

Daniel Lanoue
Finance Manager

Address: 11034 Atlantic Blvd
Jacksonville, FL 32225

Date Signed: June 25th, 2026

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and the District School Board of Clay County (hereinafter referred to as "CUSTOMER") on this 25th day of June, 2026 (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and

B. The CUSTOMER is in the business of School District.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400.00 ("Service Fee") plus towing at prevailing rates.
5. Sales Process: Enterprise shall use reasonable efforts to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

- (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree, to the extent permitted by law, to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of CUSTOMER and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to CUSTOMER pursuant to the law. The parties' obligations under this section shall survive termination of this Agreement.
8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

FLEET MANAGEMENT

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

Signed by: "ENTERPRISE"
By Daniel Lanoue
EC79300FEBDE474 Signature

Printed Name: Daniel Lanoue

Title: Finance Manager

Date: June 25th, 2026

"CUSTOMER"
By Erin Skipper
Signature

Printed Name: Erin Skipper

Title: Board Chair

Date: 8-6-26



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 25th day of June, 2026 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 25th day of June, 2026 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and District School Board of Clay County ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) 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 Florida state law (the "Default Rate").

Section 3(g) of the Master Equity Lease Agreement is amended to add the additional paragraph which reads as follows:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 11(a)(ii) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$5,000 per accident - Collision and \$5,000 per accident - Comprehensive).

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Florida 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 pursuant to Florida law, except to the extent waived under Section 768.28 of the Florida Statutes. Section 12 is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Florida law, except to the extent waived by Florida law.

Section 14, second paragraph of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, shall provide written notice of Event of Default to Lessee. Lessee shall have ten (10) days (exclusive of Section 11, Insurance) upon receipt of notice to cure the Event of Default. Upon expiration of the ten (10) days without remedy of the Event of Default by the Lessee, Lessor 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.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

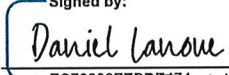
Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will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

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

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


District School Board of Clay County (Lessee)

By Erin Skipper
Title: Board Chair
Date Signed: August 6, 2026

Signed by:

Enterprise Fleet Management, Inc. (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact
By Daniel Lanoue
Title: Finance Manager
Date Signed: June 25th, 2026

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed Chairperson (Title) for Clay County District Schools (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

David Broskie
Print Name

Print Name

Print Name

Print Name

Print Name

Print Name

Superintendent of Schools
Title

Title

Title

Title

Title

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Erin Skipper
Print Name

Signature

August 6, 2026
Date

Chairperson
Title
Clay County District Schools
Company Name



School Board of Clay County

February 5, 2026 - Regular School Board Meeting

Title

C19 - Enterprise Fleet Management Contract Award

Description

The Operations department is requesting Board approval for the District to enter into a lease agreement with Enterprise Fleet Management, to defer the cost of purchasing fleet vehicles requiring replacements. This agreement would transition the district from purchasing district fleet vehicles to leasing vehicles to ensure all district fleet vehicles meet safety requirements for day-to-day operation by district employees.

In addition, leased vehicles will remain under the manufacturer warranty and Enterprise Fleet will monitor mileage, age, and trade value to assist the district in determining when vehicles should be replaced.

Gap Analysis

By partnering with Enterprise Fleet Management, the District will transition from its current owned, buy-and-hold approach to a more adaptable program with a shorter replacement cycle. This shift will enable the District to reduce the age of its white fleet, resulting in newer and safer vehicles, all while remaining within or below current budget estimates.

Previous Outcomes

N/A

Expected Outcomes

Reduction in cost to the general fund for the purchase and maintenance of district fleet vehicles.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve the Enterprise Fleet Management Contract.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Financial Impact

Current average annual cost for white fleet acquisitions and maintenance is \$1.1M. Significantly reduce maintenance to an average monthly cost of \$57.17 to \$166.67 per unit or a 60% cost savings year over year with a total potential savings impact of \$1,452,885 over 10 years. Please see attached cost savings analysis.

Review Comments

Attachments

[Enterprise Fleet Management Contract #1.pdf](#)

[Enterprise Fleet Management Contract #2.pdf](#)

[Enterprise Fleet Management Synopsis - The School 1-27-2026.pdf](#)

Contracts Voided & replace with the following New Contracts

Synopsis document not updated or attached to New Contracts.



School Board of Clay County

January 27, 2026 - School Board Workshop

Title

White Fleet Management System

Description

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Contact

Bonnie O'Nora, Board Assistant, bonnie.onora@myoneclay.net

Financial Impact

Review Comments

Attachments

No attachments available



FLEET MANAGEMENT

Fleet Synopsis

PREPARED FOR:



Jean R. Bordes

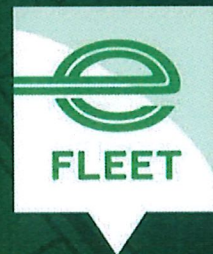
FLEET CONSULTANT

904-661-1415

PHONE

JeanRene.Bordes@efleets.com

EMAIL



FLEET SYNOPSIS | CLAY COUNTY DISTRICT SCHOOLS

THE SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 42% of the light and medium duty fleet is currently 10 years or older
- 9.9 years is the current average age of the fleet
- 13.4 years – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$667,620 in 10 years

- Shorten the current vehicle life cycle from 13.4 years to 5 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Significantly reduce Maintenance to an average monthly cost of \$57.17 vs. current \$166.67
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

- Currently:
 - 49 vehicles predate Anti-Lock Brake standardization (2007)
 - 90 vehicles predate Electronic Stability Control standardization (2012)
 - *ESC is the most significant safety invention since the seatbelt*
 - 140 vehicles predate standardization of back up camera (2018)

Piggyback The Sourcewell awarded RFP #030122-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the district
- Supports the district's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

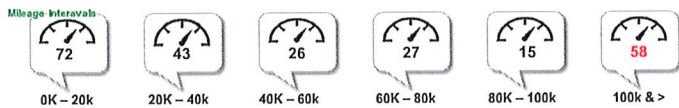
THE RESULTS

By partnering with Enterprise Fleet Management, Clay County District Schools will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Clay County District Schools will reduce fuel costs with newer more efficient vehicles and reduce maintenance costs from \$166.67 on average to \$57.17 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, Clay County District Schools will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 10% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, Clay County District Schools will be able to replace all its vehicles over the course of 5 years while creating a sustainable savings of \$1,452,885.

FLEET PLANNING ANALYSIS | CLAY COUNTY DISTRICT SCHOOLS

School District of Clay County. Fleet Profile

FLEET SIZE	AVG AGE	AVG ANNUAL MILEAGE	AVG ANNUAL ACQUISITIONS	AVG MODEL YEAR	HOLDING PERIOD
241	9.9	6000	17.0	2012	13.4



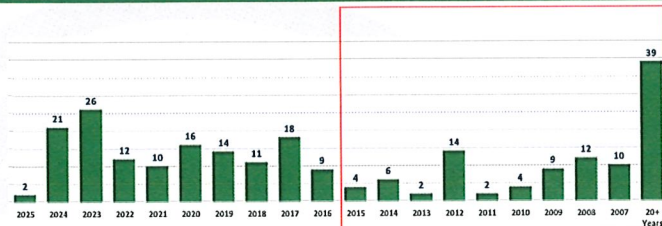
Vehicle Type	Quantity	Avg Age	Avg Annual Mileage
TRUCK	88	9.3	6,824
VAN	83	12.1	5,811
CAR	39	6.9	5,371
SUV	31	9.7	5,400
Totals/Averages:	241	9.9	6,100

Enterprise
FLEET MANAGEMENT

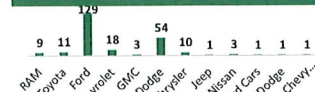
Vehicle
Classes
4

Average
Odometer
64,658

MODEL YEAR ANALYSIS



Manufacturer Profile



Proposed	Proposed Fleet	228	Estimated Current Fleet Equity**	\$1,829,770
	Proposed Cycle	5.60		
	Proposed Maintenance	\$57.17	10 Year Savings	\$667,620

*Estimated Current First Equity is based on the current first "right to use"

School District of Clay County. Fleet Planning Analysis

Fleet Analyzed	228	Fleet Growth	0.00%
Current Cycle	13.41	Annual Miles	6,100
Current Maintenance	\$166.67	Current MPG	18
Maint. Cents Per Mile	\$0.33	Price/Gallon	\$2.60

Proposed Fleet	228
Proposed Cycle	5.00
Proposed Maintenance	\$57.17

Fleet Mix					Fleet Cost						Annual	
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	228	17.0	228	0	623,397	0	-23,876		456,000	200,893	1,256,414	0
Year 1 (25)	228	100	128	100	0	814,130	-272,890		324,610	183,271	1,049,920	206,494
Year 2 (26)	228	123	105	123	0	986,190	-172,423		294,390	179,218	1,287,376	-30,961
Year 3 (27)	228	153	81	147	0	1,153,996	-248,134		262,856	174,989	1,343,707	-87,293
Year 4 (28)	228	23	58	170	0	1,325,341	-271,044		232,636	170,936	1,457,869	-201,455
Year 5 (29)	228	58	0	228	0	1,798,597	-866,080	-1,562,787	156,430	160,715	-313,126	1,569,540
Year 6 (30)	228	100	0	228	0	1,798,597		-337,119	156,430	160,715	1,778,622	-522,206
Year 7 (31)	228	123	0	228	0	1,798,597		-322,817	156,430	160,715	1,792,924	-536,511
Year 8 (32)	228	24	228	0	0	1,798,597		-324,168	156,430	160,715	1,781,553	-535,140
Year 9 (33)	228	23	0	228	0	1,798,597		-961,022	156,430	160,715	1,154,719	101,695
Year 10 (34)	228	68	0	228	0	1,798,597		-1,562,787	156,430	160,715	552,954	703,459

SAVINGS	10 Year Savings	\$667,620
	Total Savings Impact*	\$1,452,885

*Total Savings Impact includes unrealized equity of \$785,265

Projected Fleet Equity Analysis

YEAR	2025	2026	2027	2028	2029	Under-Utilized
QTY	100	23	24	23	58	0
Est \$	\$2,721	\$7,497	\$10,339	\$11,785	\$14,932	\$0
TOTAL	\$272,090	\$172,423	\$248,134	\$271,044	\$866,080	\$0
\$1,829,770						
Estimated Current Fleet Equity ¹						

* Lease Rates are conservative estimates

****Estimated Projected Fleet Equity is based on the current fleet "sight unseen" based on replacement year and can be adjusted after physical inspection and may change based on market factors, these are not guaranteed values**

Key Objectives

Lower average age of the fleet

42% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded

ANALYSIS BASED ON ORIGINAL RECOMMENDATIONS FOR CONCEPTUAL SAVINGS AND MAY CHANGE BASED ON FINAL PROPOSAL, CHANGES TO THE MARKET AND OTHER FACTORS

Prepared on 2/5/2025 Version 1222025

Fleet Size Comparison (Clay / Sarasota / St. Johns)

	Career & Tech. Edu. (CTE)	Climate & Culture	Department of Elementary Ed	Exceptional Students Ed	Facility Planning & Constr	Food Services	Information Tech	Property
Clay County Schools	16	16	1	18	6	13	22	6
Sarasota Schools	0	0	0	0	8	13	20	9
St Johns County Schools	0	0	0	0	11	8	8	4

	K12 Academic Services	Maintenance	Safety & Security	Superintendent's Office	Transportation / Police	Schools/Other	Technical College	Total
Clay County Schools	1	90	11	2	33	17	0	252
Sarasota Schools	2	119	41	5	75	21	28	341
St Johns County Schools	0	62	0	5	12	18	0	128

* Note that Sarasota School District has both a technical college and an in-house police department.

COOPERATIVE PURCHASING PARTNERSHIPS

SOURCEWELL/TIPS MEMBERSHIP ID

ACCOUNT NAME
Clay County School District

ACCOUNT NUMBER
11541



CONTRACT NUMBER
030122



CONTRACT NUMBER
240502



CONTRACT NUMBER
CNR01399

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enterprise
FLEET MANAGEMENT

Recommendation & Cost - Leverage Equity

Replace select aged units & 5 -7 years old units With Equity

FACTORY ORDER - Lead Times 20 - 22 Weeks

Estimated Equity Lease Pricing for 2026 Model Year within 5%

Year	Make	Model	Trim Level	Quantity	Term	Estimated Annual Mileage	Monthly Cost (Lease Rate)	Full Maintenance**	Annual Cost Including Maintenance	Annual Cost Including Maintenance by Quantity
2026	Ford	Transit 350	Transit-350 Cargo Base Rear-Wheel Drive Low Roof Van 148 in. WB	10	60	10000	\$1,037.90	\$68.00	\$13,270.80	\$132,708.00
2026	Ford	Transit 250	Transit-250 Cargo Base Rear-Wheel Drive Low Roof Van 148 in. WB	10	60	10000	\$1,014.97	\$63.73	\$12,944.40	\$129,444.00
2026	RAM	1500	1500 Tradesman 4x2 Crew Cab 144.5 in. WB	10	60	10000	\$901.41	\$61.35	\$11,553.12	\$115,531.20
2026	Ford	F-250	F-250 XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRV	10	60	10000	\$1,076.58	\$66.82	\$13,720.80	\$137,208.00
2026	KIA	Carnival	Carnival LX Passenger Van	10	60	10000	\$763.23	\$61.35	\$9,894.96	\$98,949.60

** Full Maintenance includes all mechanical maintenance, no brakes, no tires

Annual Cost Including Maintenance

\$613,840.80

\$884,477.50
Total Estimated Equity on Surplus Units

Fiscal Year	Timeframe	Est. Months Of Payments	Lease Payments	Down Payment on A/E	Equity from Surplus	Year 1 Estimated Cost
2026	May - June	2	\$102,306.80	\$0	\$0	\$102,306.80
2027	July - January	12	\$613,840.80	\$0	(\$884,478)	\$-270,636.70

Client Portal / Data Tracking	Included
EFM Provided Client Strategy Manager	Included
EFM Provided Account Fleet Coordinator	Included
Vehicle Resale (COV) - Sourcwell Pricing	\$400 per Unit
Licensing & Title - Leased Units	Included
Maintenance Mgmt (COV) - EFM Pricing/ Invoice Tracking/ Vendor Payment	\$6 per unit, per month
Aftermarket Customization Facilitation	Included
Fuel Program	Included

Average age of Vehicles is 10 Years Old and with an average Acquisition rate of 14 units annually, the district is moving towards 11 years.
Aged units often contribute to higher operating expenses and pose safety concerns.
My recommendation is to keep the 100 vehicles remaining from model years 2018 to 2023 and acquiring 50 leases and strategically selling the 141 units over a period of 5 years.

CASE STUDY | DEER PARK ISD, TX

School District finds savings and increased productivity with the Enterprise Fleet Management Program.

BACKGROUND

Location: Deer Park, TX
Industry: Government – School District
Total vehicles: 80+ vehicles

THE CHALLENGE

Before partnering with Enterprise, Deer Park Independent School District (ISD) had 80+ vehicles ranging from 6 to 15 years of age, causing them to become less reliable and more expensive to maintain. Because vehicles were typically purchased with bond money, it created a pattern of a large number of vehicles needing to be repaired or replaced at the same time. District employees started complaining about the quality of the fleet, and mechanics were spending too much time working on the white fleet instead of buses.

THE SOLUTION

By partnering with Enterprise Fleet Management, Deer Park ISD will upgrade its fleet over a 4-year period by replacing its oldest vehicles first. Once the fleet has been updated, the vehicles will continue to be replaced every four years. A proactive replacement plan will allow the district to capitalize on maximum vehicle resale values. This process will also help streamline the annual transportation budget since the district will be able to predict most vehicle costs.

"By partnering with Enterprise, we have strengthened focus on our students, maximized personnel utilization, and provided our employees with vehicles they are proud to drive."

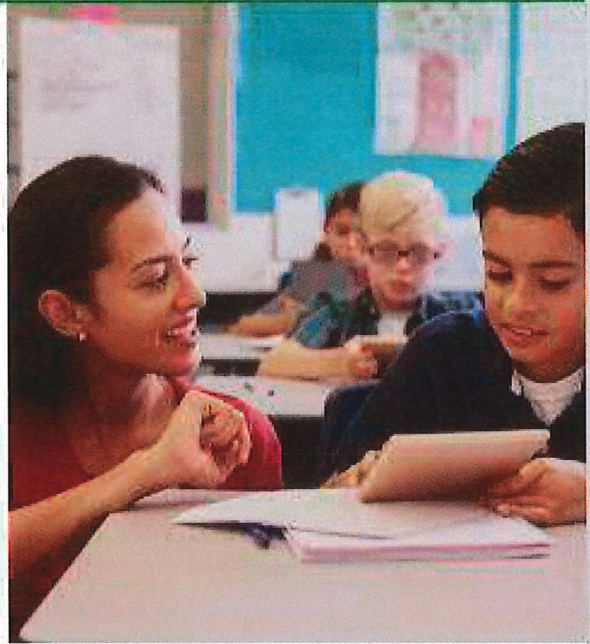
— Pete Pape, Assistant Superintendent for Business Services

The Deer Park ISD leverages Enterprise's maintenance program. All district vehicles are now repaired by a local service vendor. District mechanics can focus on buses to transport students. District employees have reported that they are more productive and are not waiting as long for repairs.

THE RESULTS

The Deer Park ISD and Enterprise have been partners for four years. Enterprise has yielded over \$790,000 in revenue by selling the district's older vehicles. In 2019, fourteen leased vehicles were replaced prior to their lease term saving over \$9,000 annually. The district has been able to maintain 89 vehicles for a little more than half of the cost of a mechanic. Enterprise Fleet Management continues to help the district maximize its operations and reduce costs to meet strict budgetary requirements while keeping their vehicles on the road.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

**MORE THAN
\$790,000
IN VEHICLE RESALE**



**9X
FASTER
AT REPLACING VEHICLES**



**REDUCED
STAFF OVERHEAD**



Values listed are the total net proceeds from the sale of vehicles to Enterprise Fleet Management, Inc. All other proceeds go to the property of their respective owners. © 2020 Enterprise Fleet Management, Inc. 300029_0

PROGRAM RESOURCES | CLAY COUNTY DISTRICT SCHOOLS

SAFETY

42% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

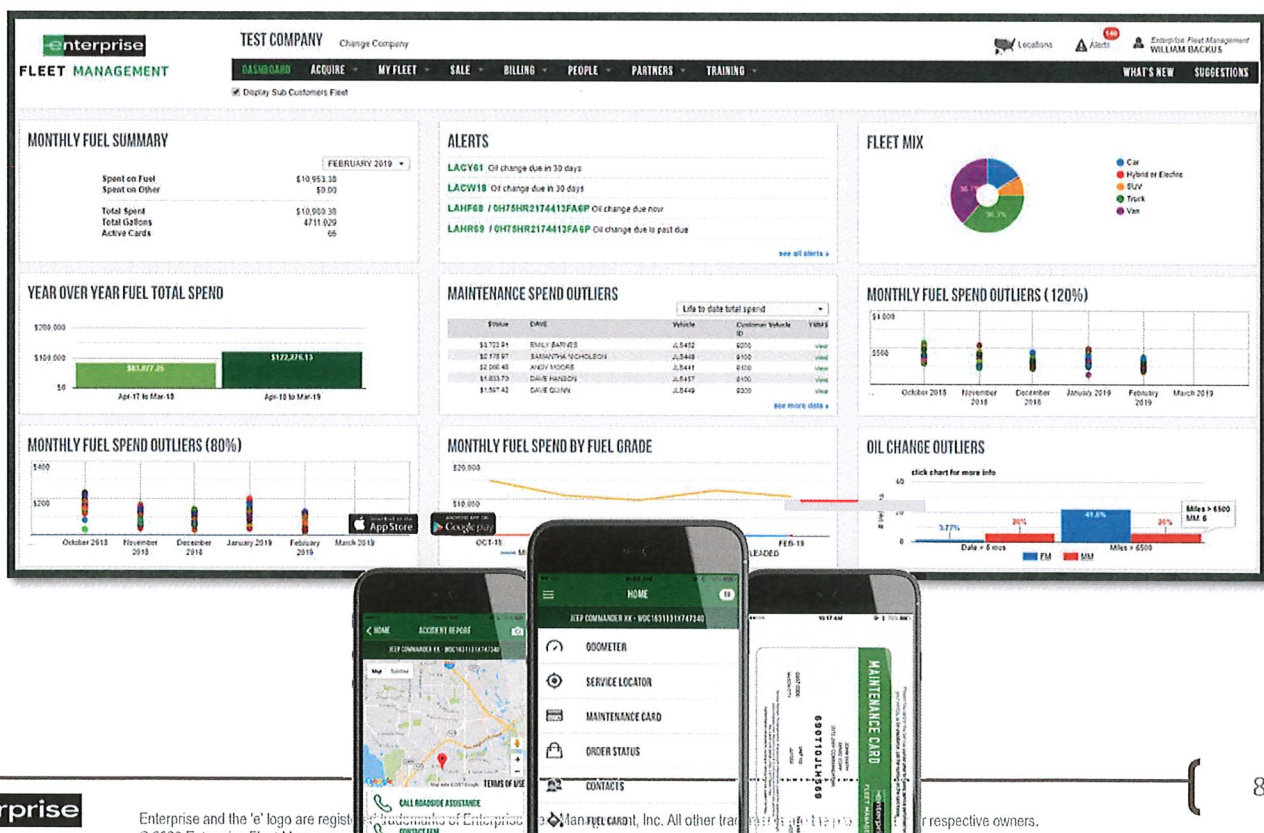
Clay County District Schools will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Client Strategy Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Client Strategy Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | CLAY COUNTY DISTRICT SCHOOLS

CURRENT PARTNERS

- Sarasota County Schools
- St. Johns County Schools
- Polk County Schools
- Miami-Dade County Schools
- St. Lucie County Schools
- Manatee County Schools
- Citrus County Schools
- Columbia County Schools
- Gadsden County Schools
- City of Green Cove Springs
- City of Lake City
- Lake County, FL
- Flagler County, FL
- Madison County, FL
- City of Hollywood, FL
- City of Miami Gardens, FL

REFERENCE:

Below is a list of at least two (2) client references including company name, contact person, and telephone number.

1. District: **St. Johns County School Board**

Business Phone #: (904) 547-7703

Contact Person: Patrick Snodgrass, Director of Purchasing

2. District: **The School Board of Columbia County, FL**

Business Phone #: (386) 755-8031

Contact Person: Keith L. Hatcher, Director of Purchasing & Risk Management

COOPERATIVES:

- TIPS/TAPS USA
- SOURCEWELL