

NOTICE OF REGULAR MEETING OF NORTH FLORIDA WATER UTILITIES
AUTHORITY

(NFWUA) BOARD OF DIRECTORS

The NFWUA will meet at 9:30 AM., in Regular Session on November 17, 2025, in the Columbia County Tourist Development Conference Room, 971 W. Duval Street, Lake City, FL 32055. In accordance with the Florida Statutes and Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the North Florida Water Utilities Authority by mail to James M. Swisher, Jr., Columbia County Clerk of Court & Comptroller, 173 NE Hernando Avenue, Lake City, Florida 32055 or by telephone at (386) 758-1041, no later than 48 hours prior to the hearing or proceeding for which this notice has been given. Persons requiring auditory assistance may access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

If any person intends to appeal any decision related to this action, such person will need to provide a court reporter at such person's expense, for a transcript of the proceedings. All interested persons are invited to attend.

For further information, call (386) 758-1041.

NORTH FLORIDA WATER UTILITIES AUTHORITY MEETING AGENDA

November 17, 2025, 9:30 AM at the Columbia County Tourist Development Conference Room, 971 W. Duval Street, Lake City, FL 32055.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Additions & Deletions
5. Adoption of the Agenda

Public Comments

Discussion/Action Items

6. Meeting Minutes Approval for 10/1/2025 Board Meeting
7. Bills and Vouchers (Richard Powell)
8. NFWUA Financial Update (Richard Powell)
9. Clay Electric Letter of Credit and Resolution (Shannon Roberts)
10. Suwannee Valley Electric Agreement for Waiver (Shannon Roberts)
11. MuniCreative web services renewal agreement (Shannon Roberts)
12. Enterprise Lease Agreement (Shannon Roberts)

Board Comments:

Attorney Comments:

Director Comments:

Adjournment:

Agenda Items #1-5

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Additions & Deletions
5. Adoption of the Agenda

Note: no backup documentation required for these items

Agenda Item #6 – Meeting Minutes

OBJECTIVE:

Approval of meeting minutes from previous meeting.

CONSIDERATIONS:

- See attached meeting minutes for the 10/1/2025 board meeting

BUDGET IMPACT:

No budget impact

RECOMMENDATION:

Request approval for all meeting minutes

North Florida Water Utilities Authority

October 1, 2025 9:30 A.M

The North Florida Water Utilities Authority (NFWUA) met in a scheduled meeting at the Duval Place Executive Conference Room-971 West Duval Street Lake City, FL. 32055. The meeting was opened with prayer and the Pledge of Allegiance to the Flag of the United States of America followed.

Board Attendance:

Chairman, Commissioner Rocky Ford

Vice-Chairman, Commissioner Franklin White

Board Member, Commissioner Timothy Murphy- on the phone (speaker)

Board Member, Commissioner Leo Mobley

Board Member, Commissioner Steven Dicks

Others in Attendance:

County Manager, David Kraus

County Administrator Intern, Jason Furry

NFWUA Attorney, Grady Williams

Executive Director, Shannon Roberts

Deputy Clerk, Melissa Williams

Economic Development Director, Jennifer Daniels

Additions and Deletions:

Executive Director, Shannon Roberts stated that the agenda items #11 and # 12 are reversed.

Approval of Agenda

MOTION by Commissioner, Franklin White to approve agenda. SECOND by Commissioner, Leo Mobley. The motion carried unanimously.

Public Comment:

Chairman, Rocky Ford requested to hold public comments till the end.

Discussion and Actions:

1. Approval of Minutes:

September 3,2025

Additional minutes (official approval could not be confirmed by Clerk's Office):

June 5,2024 February 5, 2025

July 7,2024 March 5, 2025

August 12,2024 April 2,2025

September 9,2024 April 17, 2025

November 6,2024 May 7, 2025

December 11,2024 June 4, 2025

January 7,2025

Executive Director, Shannon Roberts stated he will get approval for the additional minutes. Please see the attached email from the Clerk of Court's office concerning the additional minutes.

Citizen Comment:

Moses Clepper made a comment about the additional minutes.

MOTION by Commissioner, Franklin White to approve the minutes from September 3,2025 for the NFWUA meeting. SECOND by Commissioner, Steven Dicks. The motion carried unanimously.

2. Bills & Vouchers:

Requesting approval of the payments for bills and vouchers during the period of 08/30/2025-09/29/2025 -\$ 55,988.69.

Commissioner, Franklin White had a question about the \$6400.00 if it was monthly? Executive Director, Shannon Roberts stated that it is quarterly.

Commissioner, Franklin White had a question about the lease vehicle and the amount?

Executive Director, Shannon Roberts stated that this is for 4 trucks. He stated that the lease for his truck which is a Ford F150 is \$1403.00 a month.

Commissioner, Franklin White asked if the board approved the lease.

Chairman, Rocky Ford stated that this is Columbia County does is a leasing program. He also asked Executive Director, Shannon Roberts to bring the lease contract in for the next meeting next month.

Citizen Comment:

Stew Lilker made a comment about the truck.

Citizen Comment:

Moses Clepper made a comment that the money is not being used wisely, and he questioned why the truck is a 4-wheel drive, when there are less expensive trucks.

Chairman, Rocky Ford stated he will get the details.

NFWUA Attorney, Grady Williams stated it is ok to approve; this was a budget item. Executive Director Shannon Roberts stated yes, it was a budget item.

Commissioner, White stated he wanted to see the lease at the next meeting.

MOTION by Commissioner, Franklin White to approve the payment of bill and vouchers in the amount of \$55,988.69 dated 08/30/2025-09/29/2025. SECOND by Commissioner, Steven Dicks. The motion carried unanimously.

3. FY 2025/2026 NFWUA Board Meeting Schedule:

Requesting approval of the FY 2025/2026 NFWUA Board Meeting Schedule.

NFWUA Attorney, Grady Williams stated that the room is available for both location and dates.

MOTION by Commissioner, Steven Dicks to approve the NFWUA board meeting scheduled for FY 2025/26. SECOND by Commissioner Franklin White. The motion was carried unanimously.

4. PayGOV Service Agreement:

Requesting Approval of PayGOV service agreement with NFWUA legal addendum.

PayGOV is an online bill payment service that utility customers can utilize.

Columbia County was previously using the same services.

Chairman, Rocky Ford spoke about the billing online.

Commissioner, Franklin White agreed this is a good plan.

MOTION by Commissioner, Steven Dicks to approve the PayGOV service agreement with NFWUA legal addendum. SECOND by Commissioner Franklin White. The motion was carried unanimously.

5. Requesting approval of NFWUA Resolution # 2025-2026-01 to change authorized signatures for the NFWUA bank account.

The original signers for the NFWUA First Federal bank account were designated as Chairman, Rocky Ford and James Swisher, Columbia County Clerk of Courts. The Resolution seeks to remove James Swisher, Columbia County Clerk of Courts, as a signatory and add Shannon Roberts, Executive Director.

Chairman, Rocky Ford stated that all bills are paid at the NFWUA meetings.

Commissioner, Franklin White stated that as the Board grows, he feels like 2 signatures are needed.

Earlier this year, James Swisher, Columbia County Clerk of Courts indicated his desire to reduce his office's services for NFWUA.

NFWUA Attorney, Grady Williams suggested that Shannon Roberts, Executive Director take over as the signatory for the NFWUA bank account at First Federal Bank.

Citizen Comment:

Stew Lilker made a comment about how he thinks that another Board member should sign the checks.

Chairman, Rocky Ford stated that audits are done every month.

MOTION by Commissioner, Franklin White to approve NFWUA Resolution #2025-2026-01 to change authorized signatures for the NFWUA bank account. SECOND by Commissioner Steven Dicks. The motion was carried unanimously.

6. Approval of security deposits for electric service to water/sewer facilities:

Columbia and Suwannee have established power service accounts for their water/sewer facilities that need to be transferred over to NFWUA operations.

Each electricity provider, Clay Electric Coop. and Suwannee Valley Electric Coop require a service deposit for new accounts.

Deposit amounts listed below:

Clay Electric- \$ 5,760.00

Suwannee Valley- \$ 5,790.00

Total Amount - \$ 11,550.00

See attached documentation.

Commissioner, Steven Dicks questioned Executive Director, Shannon Roberts did you request a waiver?

Executive Director, Shannon Roberts answered he was told that this is policy.

Commissioner, Steven Dicks requested that the Executive Director, Shannon Roberts go back and request a waiver.

Chairman, Rocky Ford asked what company that Fort White was using maybe Duke?

County Manager, David Kraus stated they will get an answer.

MOTION by Commissioner, Steven Dicks to approve the security deposits for electric service to water/sewer facilities. SECOND by Commissioner Leo Mobley. The motion was carried unanimously.

7. Fort White Utility Update:

County Manager, David Kraus and Executive Director, Shannon Roberts both attended the Fort White Town Council meeting on 09/19/2025 regarding water/utility operations.

Chairman, Rocky Ford stated that he has been contacted by some of the Council members. They are looking for proposals for Fort White.

Commissioner, Franklin White asked about Columbia County doing the water.

Executive Director, Shannon Roberts stated yes.

Client Manager, Mike New from Woodard & Curran, presented brief synopsis of key elements from the interlocal agreement between Town of Fort White and Columbia County regarding water plant operations.

Critical to understand all options and create a plan during the 1-year transition period.

Executive Director, Shannon Roberts stated that nothing will change till a decision is made.

County Manager, David Kraus stated that the Town of Fort White will be doing a feasibility study outlining the Town's potential options for water utility operations. Columbia County and Fort White attorneys are working together.

Citizen Comments

Stew Lilker offered a comment about a letter requested by Stew Lilker to County Manager, David Kraus concerning the Interlocal Agreement.

County Manager, David Kraus stated that we are operating the utility and will continue to work with the Town of Fort White.

Commissioner Franklin White is asking about the billing being done.

County Manager, David Kraus stated that Wendy Parnell is doing all of the billing and collecting for the NFWUA .

Set a date for a potential workshop on water utility operations on 10/06/2025.

MOTION by Commissioner, Franklin White to approve Executive Director, Shannon Roberts to negotiate and represent the NFWUA Board at the workshop scheduled for 10/06/2025. SECOND by Commissioner Leo Mobley. The motion was carried unanimously.

8. Special District Annual Report Update:

Each year Florida Commerce requires special districts to submit annual goals.

Set of goals was established that align with the NFWUA goals when the entry was established, see attached copy.

These goals were incorporated into an annual report that was submitted to Florida Commerce.

Executive Director, Shannon Roberts will work with NFWUA Attorney, Grady Williams to get the goals posted by 12/01/2025.

Chairman, Rocky Ford approved the website and Commissioner, Franklin White agreed.

9. NFWUA Operations Update:

Provide a summary of readiness activities for assuming and conducting operations and maintenance in October 2025.

See the attached copy of all the updates.

Economic Development Director, Jennifer Daniels stated that the keys to the office will be ready today.

Commissioner, Franklin White asked when the business plan would be ready.

Chairman, Rocky Ford requested for Executive Director, Shannon Roberts to send the Business Plan by email to the Board.

Discussion ensued.

Board Comments:

Chairman, Rocky Ford requested to go over upcoming Legislature meeting for Suwannee County and Columbia County. The Representatives are Brannen and Bradley.

County Manager, David Kraus spoke about a study for Three Rivers extension- DEP

Commissioner, Franklin White asked Executive, Shannon Roberts if he had talked to Branford, he stated no. But if the board is ok with him speaking to Wellborn, there is opportunity to grow, and Chairman Rocky Ford agreed.

Discussion ensued.

NFWUA Attorney, Grady Williams spoke about the First Appeals on the new gun law. He spoke about the customer service being concerned and to add a list of concealed that is not allowed in the meeting area.

Discussion ensued.

Public Comments:

Citizen: Stew Lilker made a comment

Citizen: Moses Clepper made a comment.

Adjournment:

There being no further business, meeting was adjourned at 11:02 A.M.

ATTEST:

Rocky Ford, Chairman

Columbia County Commissioner

James M. Swisher, Jr.

Clerk of Court & County Comptroller

Agenda Item #7 – Bills and Vouchers

OBJECTIVE:

Approval of the payments for bills and vouchers.

CONSIDERATIONS:

- See attached documentation

BUDGET IMPACT:

Budgeted items

RECOMMENDATION:

Requesting approval of the payments for bills and vouchers during period from 10/27/2025 to 11/7/2025.

Bill Payment List

North Florida Water Utilities Authority

October 1-November 7, 2025

DATE	NUM	VENDOR	AMOUNT
101.000 First Federal Checking			
10/27/2025	5021	DATAINTEGRITY SERVICES	-193.90
10/27/2025	5005	EUROFINS ENVIRONMENTAL TESTING SOUTHEAST LLC	-175.00
10/27/2025	5006	GRADY H WILLIAMS JR LLM	-6,250.00
11/06/2025	5004	POWELL CONSULTING	-2,250.00
11/06/2025	5005	RAFTELIS	-10,410.00
11/06/2025	5006	RIVERBEND NEWS	-62.74
11/06/2025	5007	Security Safe	-404.97
11/06/2025	5007	AMERICAN PIPE AND TANK, INC	-6,720.00
11/06/2025	5008	ADVANCED ENVIRONMENTAL LABORATORIES	-51.00
11/06/2025	5009	EUROFINS ENVIRONMENTAL TESTING SOUTHEAST LLC	-750.00
11/06/2025	5010	ENTERPRISE FM TRUST	-998.36
11/06/2025	5019	LAKE CITY REPORTER, INC.	-308.53
11/06/2025	5020	HAWKINS, INC.	-841.44
11/06/2025	5018	G.W. HUNTER, INC.	-125.29
11/06/2025	5014	TWO FOLD WATER ENGINEERING, INC.	-1,900.00
11/06/2025	5015	U.S. WATER SERVICES CORPORATION	-1,165.54
11/06/2025	5016	RAFTELIS	-5,245.00
11/06/2025	5017	BOBBY PAYNE CONSULTING LLC	-5,000.00
11/07/2025	5022	FLORIDA DEP	-100.00
11/07/2025	5023	EUROFINS ENVIRONMENTAL TESTING SOUTHEAST LLC	-190.00
11/07/2025	5032	Kinetic Business by Windstream	-85.56
11/07/2025	5031	Suwannee Valley Electrical Cooperative	-7,956.89
11/07/2025	5026	FORTILINE, INC.	-20.00
11/07/2025	5029	TWO FOLD WATER ENGINEERING, INC.	-1,900.00
11/07/2025		TWO FOLD WATER ENGINEERING, INC.	-750.00
11/07/2025		EUROFINS ENVIRONMENTAL TESTING SOUTHEAST LLC	-120.00
11/07/2025		JEL H2O	-5,111.60
11/07/2025	5033	AEL	-155.05
11/07/2025	5034	U.S. WATER SERVICES CORPORATION	-13,112.81
11/07/2025	5035	POWELL CONSULTING	-4,121.00
11/07/2025	5036	AEL	-20.00
Total for 101.000 First Federal Checking			-\$76,494.68
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10/17/2025	5002	POWELL CONSULTING	0.00
11/07/2025	5030	POWELL CONSULTING	0.00
Total for --			\$0.00
TOTAL			-\$76,494.68

Agenda Item #8 NFWUA Financial Update

OBJECTIVE:

Provide update on NFWUA initial financial activities from 10/1/2025.

CONSIDERATIONS:

- On 10/1/2025 NFWUA assumed responsibilities for operations, maintenance and billing activities for county utilities per the interlocal agreement
- The NFWUA financial system was operational as of 10/1 and staff have been processing vendor invoices and utility billing
- Since the shift of operations and a new fiscal year began on 10/1, NFWUA will experience a transition period for the following:
 - Vendor invoice payment of services that occurred in the previous FY
 - Addition of new vendors in the system
 - Setup of ACH billing
 - Payroll processing for all NFWUA employees on 1/1/2026
- Transition to a routine financial update format at Jan 2026 meeting
- See attached update documentation.

BUDGET IMPACT:

No impact

RECOMMENDATION:

Authorization to process vendor payments on bi-weekly basis

Balance Sheet
North Florida Water Utilities Authority
As of October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
101.000 First Federal Checking	595,314.65
Total for Bank Accounts	\$595,314.65
Other Current Assets	
115.000 Accounts Receivable	62,659.20
QuickBooks Tax Holding Account	0.00
Total for Other Current Assets	\$62,659.20
Total for Current Assets	\$657,973.85
Total for Assets	\$657,973.85
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	51,358.77
Total for Accounts Payable	\$51,358.77
Other Current Liabilities	
220.000 Customer Deposits	24,700.00
Direct Deposit Payable	3,808.87
Payroll Liabilities	
FRS Contribution	432.69
Total for Payroll Liabilities	\$432.69
Total for Other Current Liabilities	\$28,941.56
Total for Current Liabilities	\$80,300.33
Total for Liabilities	\$80,300.33
Equity	
276.000 Retained Earnings	197,995.37
Net Income	379,678.15
Total for Equity	\$577,673.52
Total for Liabilities and Equity	\$657,973.85

Profit and Loss
North Florida Water Utilities Authority
October 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
335.100 County Grant- Columbia County	130,162.09
335.110 Columbia County Grant- Repairs	100,000.00
335.200 County Grant- Suwannee County	130,162.09
335.210 Suwannee County Grant- Repairs	50,000.00
343.300 Sales	
343.330 Ellisville Water Sales	10,414.01
343.340 Fort White Water Sales	25,521.13
343.350 Mason City Water Sales	383.67
343.360 Ellisville Sewer Sales	10,305.84
Total for 343.300 Sales	\$46,624.65
361.000 Interest Earnings	3.08
Total for Income	\$456,951.91
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Gross Profit	\$456,951.91
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Expenses	
001 Administration	
533.121 Salaries	19,570.74
533.211 FICA Taxes	2,215.49
533.351 Contractual Services	29,348.90
533.4061 Legal Ads	371.27
533.4506 Fuel	125.29
533.451 Office Supplies	4,228.26
533.6061 Capital Outlay- Equipment	998.36
Total for 001 Administration	\$56,858.31
002 Ellisville Water	
533.312 Professional Services	20.00
533.522 Operating Supplies	236.80
Total for 002 Ellisville Water	\$256.80
003 Fort White Water	
533.343 Contractual Services	1,900.00
533.433 Utilities	4,951.03
533.523 Operating Supplies	178.40
Total for 003 Fort White Water	\$7,029.43
005 CIP Water	
533.315 Professional Services	225.00
533.336 Security Monitoring	404.97
Total for 005 CIP Water	\$629.97

Profit and Loss
North Florida Water Utilities Authority
 October 2025

DISTRIBUTION ACCOUNT	TOTAL
006 CR-137 Water	
533.316 Professional Services	700.00
533.416 Communications	85.56
533.436 Utilities	2,273.17
Total for 006 CR-137 Water	\$3,058.73
007 Ellisville Sewer	
533.317 Professional Services	206.05
533.347 Contractual Services	7,885.54
533.527 Operating Supplies	426.24
Total for 007 Ellisville Sewer	\$8,517.83
008 I-75 Sewer	
533.318 Professional Services	190.00
533.438 Utilities	732.69
Total for 008 I-75 Sewer	\$922.69
Total for Expenses	\$77,273.76
Net Operating Income	\$379,678.15
Net Other Income	
Net Income	\$379,678.15

Agenda Item #9 Clay Electric Letter of Credit and Resolution

OBJECTIVE:

Approval of NFWUA Resolution #2025-2026-02 for First Federal Bank Letter of Credit, First Federal Bank Letter of Credit and Clay Electric Letter of Credit Agreement.

CONSIDERATIONS:

- At the 10/1/2025 meeting the Board directed the executive director to seek waivers for service deposits from Clay Electric and Suwannee Valley Electric.
- Clay Electric proposed to use a letter of credit from a bank to secure the security deposit amount of \$5,760.
- First Federal Bank was contacted and offered a proposal to establish a credit line and associated letter for the cost of \$384.36.
- The credit line will act as a guarantee that Clay Electric service invoices will be paid up to the deposit amount for as long as NFWUA receives electric service from Clay Electric.
- See attached documentation.

BUDGET IMPACT:

Budgeted item

RECOMMENDATION:

1. Request approval of NFWUA Resolution #2025-2026-02 for First Federal Bank Letter of Credit.
2. Request approval to submit First Federal Bank credit application for the deposit amount and to sign the associated documentation.
3. Request approval to sign the First Federal Bank Letter of Credit.
4. Request authorization for NFWUA entry into Agreement for Irrevocable Letter of Credit with Clay Electric Cooperative, Inc.

AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT

Clay Electric Cooperative, Inc.

WHEREAS, CLAY ELECTRIC COOPERATIVE, INC., a Florida corporation, hereinafter called "CLAY" has been requested by North FL Water Utilities Authority, Hereinafter called "Consumer", to furnish electric service to Consumer, and

WHEREAS, CLAY requires each party receiving its electric service to put up a deposit to guarantee and assure the payment of its electric bill when rendered to such party, and

WHEREAS, CLAY in order to provide service to Consumer will not provide such service unless Consumer provides CLAY with a deposit to insure the payment of electric bills in the amount of (\$5760.00) Five thousand seven hundred sixty dollars and 00/100 Dollars, and

WHEREAS, CLAY's policies provide that Consumer may substitute a Letter of Credit in an amount no less than the required deposit to be paid by the bank guaranteeing such utility deposit in the event any bill or obligation due by Consumer to CLAY is not paid when due, and

WHEREAS, Consumer has requested CLAY to accept such Letter of Credit in lieu of the cash deposit as required for the receipt of electric service, and

WHEREAS, Consumer has agreed to maintain such Letter of Credit without reduction in amount for the entire time it is receiving electric service from CLAY and to never allow such Letter of Credit to terminate or otherwise be ineffective as security for the payment of electric bills, and

WHEREAS, Consumer agrees that CLAY may immediately discontinue service to Consumer without responsibility or obligation therefore in the event Consumer fails to pay any monthly bill when due, or in the event Consumer allows such Letter of Credit to expire or otherwise become ineffective.

NOW THEREFORE, CLAY and Consumer agree as follows:

1. Consumer at its expense will furnish to CLAY a Letter of Credit in an amount no less than (\$5760.00) Five thousand seven hundred sixty dollars and 00/100 Dollars guaranteeing the payment to Clay of any bill for electric service or otherwise rendered by CLAY to Consumer so far as the face amount of such Letter of Credit shall go.
2. Consumer will maintain at its cost this Letter of Credit in the aforesaid amount at all times that Consumer receives electric service from CLAY and Consumer agrees that it will at no time allow said Letter of Credit to lapse, expire, or otherwise become ineffective.
3. CLAY shall have the right and option of discontinuing service to Consumer in the event Consumer shall fail to pay any monthly bill when due, or shall allow such Letter of Credit to expire, terminate, or otherwise become ineffective.
4. CLAY and Consumer agree that CLAY will not be liable for any loss or damage incurred by Consumer, or anyone else for discontinuance of service to Consumer as a result of failure to pay the bill or not maintain the Letter of Credit as set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____ A.D. 20_____.

Signed, sealed and delivered in the presence of:

CLAY ELECTRIC COOPERATIVE, INC.

By: _____
District Manager *Troy Adams*

Shannon Roberts Consumer Executive Director

General Manager

RECORDING SECRETARY'S CERTIFICATION OF ADOPTED RESOLUTION

I, the undersigned, the duly elected and acting Recording Secretary of the North Florida Water Utilities Authority (the "Authority"), do hereby certify that the attached is a true, correct, and complete copy of Resolution No. 2025/2026-02 adopted by the Board of Directors at a meeting held on November 17, 2025, at which a quorum was present and voted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Authority this 17th day of November, 2025.

James M. Swisher, Jr.,
Recording Secretary

(Affix Seal of NFWUA)

NORTH FLORIDA WATER UTILITIES AUTHORITY

RESOLUTION NO. 2025/2026-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH FLORIDA WATER UTILITIES AUTHORITY AUTHORIZING THE INCURRENCE OF INDEBTEDNESS AND ISSUANCE OF A LETTER OF CREDIT IN FAVOR OF CLAY ELECTRIC COOPERATIVE, INC.; STATING PURPOSE OF LOAN AND LETTER OF CREDIT; AND AUTHORIZING SPECIFIED INDIVIDUALS TO EXECUTE ALL RELATED DOCUMENTS; DELEGATING AUTHORITY TO THE AUTHORIZED OFFICERS; RATIFYING PRIOR ACTS; AUTHORIZING THE BANK'S RELIANCE ON RESOLUTION; AUTHORIZING FURTHER NECESSARY OR HELPFUL ADDITIONAL ACTIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the North Florida Water Utilities Authority (the "Authority") has determined it necessary and in its best interest to provide a financial guarantee in the form of a Letter of Credit to Clay Electric Cooperative, Inc. (the "Beneficiary") in the amount of Five Thousand Seven Hundred Sixty Dollars (\$5,760.00), in lieu of providing the Beneficiary with a cash deposit for electric utility service in that same amount; and

WHEREAS, First Federal Bank (the "Bank") has agreed to issue this Letter of Credit (the "LOC") in the above specified amount contingent upon the Authority obtaining a corresponding loan (the "Loan") to secure its obligations under the LOC; and

WHEREAS, the Board of Directors of the Authority (the "Board") has reviewed the terms and conditions of the proposed Loan and LOC, including estimated fees and expenses of approximately \$384.36 in the aggregate, and deems the transaction advisable and in the best interests of the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY:

Section 1. Approval of Loan and Letter of Credit. The Board hereby approves the origination of a loan with the Bank and the issuance of the LOC in the amount of **\$5,760.00** in favor of the Beneficiary.

Section 2. Purpose. The purpose of the Loan and the LOC is to provide a security guarantee as required for the Authority's ongoing electric utility service from the Beneficiary.

Section 3. Authorization of Officers. Rocky Ford, as the Chair of the Board of the Authority or Shannon Roberts, as the Executive Director of the Authority (the "Authorized Officers") are hereby authorized, empowered, and directed to execute and deliver any and all documents required in connection with the Loan and the LOC, including but not limited to the Business Credit Application, the Loan Agreement, a Promissory Note, this Resolution, and any other certificates, agreements, or instruments required by the Bank or the Beneficiary.

Section 4. Delegation of Authority. The Authorized Officers are authorized to negotiate and agree to final terms, conditions, and minor modifications to the documents mentioned in Section 3 as they may deem necessary or desirable, provided that such changes do not substantially alter the intent or maximum financial obligation approved herein. The execution of such documents by an Authorized Officer shall be conclusive evidence of their approval of the final terms.

Section 5. Ratification of Prior Acts. All actions taken by any officer, director, employee, or agent of the Authority prior to the date hereof in connection with this transaction are hereby ratified, approved, and confirmed in all respects.

Section 6. Bank's Reliance on Resolution. The Bank may rely on this Resolution until it receives written notice from the Authority of its rescission or modification.

Section 7. Further Necessary or Helpful Additional Actions. Without limiting the generality of the foregoing, the Authorized Officers are authorized to execute and deliver such additional documents and take such necessary or helpful additional actions in furtherance of the intent of this Resolution, including but not limited to entering into an Agreement for Irrevocable Letter of Credit with the Beneficiary.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE BOARD OF DIRECTORS OF THE NORTH FLORIDA WATER UTILITIES AUTHORITY AT A DULY CALLED MEETING HELD ON THE 17TH DAY OF NOVEMBER, 2025.

NORTH FLORIDA WATER UTILITIES AUTHORITY,
An independent special district and political
subdivision of the State of Florida

By: _____

Rocky Ford, Chair/Chairman
Board of Directors

Attest: _____

James M. Swisher, Jr.,
Recording Secretary

(Affix Seal of NFWUA)

Agenda Item #10 Suwannee Valley Electric Agreement for Waiver

OBJECTIVE:

Approval of Suwannee Valley Electric Agreement for Waiver of Security Deposit.

CONSIDERATIONS:

- At the 10/1/2025 meeting the Board directed the executive director to seek waivers for service deposits from Clay Electric and Suwannee Valley Electric.
- Suwannee Valley Electric Cooperative (SVEC) has proposed to waive the security deposit amount of \$5,790 provided a waiver agreement is signed by SVEC, Suwannee County and NFWUA.
- The waiver will be used in lieu of a security deposit and holds Suwannee County liable for any unpaid service invoices.
- See attached documentation.

BUDGET IMPACT:

No budget impact

RECOMMENDATION:

Requesting approval of Suwannee Valley Electric Agreement for Waiver of Security Deposit and authorize the Executive Director to sign the waiver agreement document.



Agreement for Waiver of Security Deposit and Third-Party Guarantor

This Agreement for Waiver of Security Deposit and Third-Party Guarantor ("Agreement") is entered into on _____, by and between Suwannee Valley Electric Cooperative ("SVEC"), a Florida cooperative, whose principal office is located at 11340 100th Street, Live Oak, FL 32060; North Florida Water Utilities Authority ("NFWUA"), whose principal office is located at 971 W Duval Street Suite #150 Lake City, FL 32055, and Suwannee County Board of County Commissioners ("Suwannee County"), whose principal office is located at 200 South Ohio Avenue, Live Oak, FL 32064, collectively referred to as the "Parties."

Purpose

The purpose of this Agreement is to waive the requirement for a security deposit customarily held by SVEC for utility services provided to NFWUA. In lieu of such security deposit, this Agreement establishes the terms under which Suwannee County shall be held liable for all financial obligations arising from utility services rendered to NFWUA in the event that NFWUA is unable to meet these obligations.

Terms and Conditions

Waiver of Security Deposit.

SVEC hereby waives the standard security deposit requirement for utility services provided to NFWUA.

County Liability.

In the event that NFWUA fails to pay any monthly bills when due or files for bankruptcy, becomes insolvent, or ceases to exist for any reason, Suwannee County shall assume full and unconditional liability for all outstanding and future financial obligations owed to SVEC by NFWUA under this Agreement.

Duration.

This Agreement shall remain in effect for as long as SVEC provides utility services to NFWUA or until terminated in writing by mutual consent of all Parties.

Notice.

Any notice required under or related to this Agreement must be delivered in writing to the respective addresses of the Parties listed above.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

By signing below, the Parties agree to the terms and conditions set forth in this Agreement.

Signatures

SVEC

Michael S. McWaters, CEO/Executive VP

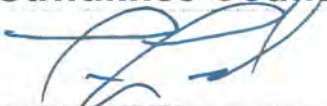
Date

NFWUA

Shannon Roberts, Executive Director

Date

Suwannee County (Guarantor)



11/4/25

Travis Land, Chairman,
Suwannee County Board of County Commissioners

Date

ATTEST

BARRY A. BAKER
CLERK OF CIRCUIT COURT

Agenda Item #11 MuniCreative Web Services Renewal Agreement

OBJECTIVE:

Approval of the MuniCreative web services renewal agreement.

CONSIDERATIONS:

- MuniCreative has provided web services for NFWUA to manage the website, make periodic updates, design changes and host the website.
- MuniCreative has proposed a renewal agreement for a 1-year term.
- The cost of the services in the renewal agreement is \$5,200 annually and matches the cost of the previous service term.
- See attached documentation.

BUDGET IMPACT:

Budgeted item

RECOMMENDATION:

Requesting approval of MuniCreative web services renewal agreement and authorize the Executive Director to sign the agreement document.



Wednesday October 1, 2025

North Florida Water Utilities Authority
Shannon Roberts, Executive Director

We want you to be able to show the best you have to offer, share your stories, and make meaningful connections with your community. We have provided you pricing that will help you do this. It includes everything you would expect in a state of the art content management system like responsive (mobile friendly) design, interactive calendars, slideshows, and more. But, the most important part of our services is **the ongoing website management** we provide. We become your webmasters. Our staff is dedicated to making your county websites an effective communication, public relations, and marketing tool. Our services include:

- Ongoing content updates to keep your sites current and informative
- Easy access to us by your authorized staff for content submission
- Monthly reminders to your authorized staff to get those latest updates
- Proofing and editing of all editable content
- Ongoing graphic updates for website appearance and optimization, including stock photos
- Monthly site reviews to make sure everything looks great and works perfectly
- Timely updates— almost always the same day, usually within hours
- ADA accessibility and 508 compliance to ensure that all visitors can enjoy the site
- Monthly tips to authorized staff to give them ideas for better content submission
- Website proposal is all inclusive and will include, website updates, hosting, and domain name registration.

Please review the following pricing information, and feel free to give us a call if you have any questions at 904.263.8356. Sincerely,

Nathan Evan Thornton, President
MuniCreative, Inc. | The NET Group
Florida Clerk of Courts Website Services
1601 NE 154 Terrace Starke,
Florida, 32091
[nathan@thenetgrouponline.co](mailto:nathan@thenetgrouponline.com)
[m](mailto:nathan@thenetgrouponline.com)

Screenshots Related to MuniDocs and TownCloud

Example of TownCloud:

7.000 A.M. 11. 2023/02/23 AGENDA PRESENTATION - REN DANIELS, COUNTY AUDITOR

LISTED ITEMS

8. CONSENT AGENDA APPROVAL

a. MINUTES - APPROVE

b. APPROVE AND EXECUTE DEP AGREEMENT LPA0534 FOR THE HAMILTON COUNTY LIFT STATION LOCATED AT US 129.

Attachments:

- [DEP Agreement LPA0534 - Lift Station - US 129](#)

Links are able to be clicked on agenda attachment able to be viewed

c. APPROVE PAYMENT OF THE FOLLOWING INVOICE FROM IN TOUCH CONSULTING GROUP INC

Attachments:

- [Invoice No. 1381 - SHIP Program Administration - \\$3,000.00](#)

d. APPROVE PAYMENT OF THE FOLLOWING INVOICE FROM THOMAS HOWELL FERGUSON P.A.

Attachments:

- [Invoice No. 147772 - SLFRF Program Management and Admin - \\$8,784.00](#)

9. WINDOW REPLACEMENT FOR THE HAMILTON COUNTY HISTORIAL MUSEUM AND HERITAGE CENTER - DISCUSSION

10. REVIEW AND APPROVE STORM INSURANCE DEDUCTIBLE

Example of MuniDocs

The screenshot shows the MuniDocs interface for Suwannee County, FL. At the top, there is a header with the county name, a search bar, and navigation links for notifications, sign in, and help. A sidebar on the left lists various document categories: Agendas, Contracts, Minutes, Ordinances, Plans, and Resolutions. The main content area displays the title 'Suwannee County, FL MuniDocs' and indicates there are 9995 documents. A disclaimer states that the code of ordinances and other documents may not reflect the most current legislation. Below this, there are instructions on how to use the table of contents and the application-wide search box.

Agenda and Updating Process to Avoid Issues with Uploads

After receiving an email from Shannon, Ellen, or Wendy we will perform the following tasks.

Also if you will copy John@Municreative.com and Dev@Municreative.com these are my backup team members and they can ensure timely updates are happening.

1. Follow up with a phone call or email stating we received the request
2. Check the agenda for formatting issues if we need to revise it due to any noticed formatting errors we will assist with fixing them if needed.
3. Follow up with an email that the request has been completed.

Contracted Services

Annual Website Design, Hosting & Maintenance	\$5,200.00 for the period of December 1, 2025 – November 30, 2026
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Optional Services

MuniDocs – Document Portal – Through MuniCode	\$1,500.00 / Annually
TownCloud Agenda Portal	\$1,200.00 / Annually
Fee To Set Up MuniDocs and TownCloud	\$4,000.00 – One Time Investment

Terms of agreement

This proposal is between MuniCreative, Inc. and North Florida Water Utilities Authority for the period of December 1, 2025 through November 30, 2026. As a part of this proposal, Full-Time Website Designer and Administrator, Nathan E. Thornton will be provided to the North Florida Water Utilities Authority as a part of this proposal.

All fees as a part of this contract will include updating agenda, minutes, public notices, and other pertinent information to the Authority’s normal business needs. Other services needed would be contracted at an hourly rate of \$150.00/Hour. The hourly rate is normally incurred for special projects that the Authority may want to contract with MuniCreative for. Any hourly rates will have to be approved by the Executive Director prior to work being authorized.

MuniCreative, Inc.

Date

North Florida Water Utilities Authority

Date

Agenda Item #12 Enterprise Lease Agreement

OBJECTIVE:

Presentation of the Enterprise Fleet Management (EFM) Master Equity Agreement from Columbia County

CONSIDERATIONS:

- The NFWUA chairman authorized the Executive Director to procure a vehicle for use
- In light of Columbia County's use of Enterprise Fleet Management services and the high likelihood that vehicles from Columbia County would be transferred to NFWUA, the decision was made to utilize EFM as a procurement source for vehicles.
- Initially, NFWUA sought to establish an agreement with EFM but was told that was not possible due to the small number of vehicles needed.
- EFM suggested that NFWUA establish a sub-account underneath the existing Columbia County agreement.
- The request to establish the EFM sub-account for NFWUA was approved.
- A Ford F-150 pickup truck was ordered that aligned with the basic requirements of other trucks within Columbia County.
- A 3-yr lease supplement to the master agreement was established on 7/7/2025. The monthly payment is \$1,268.70 plus a maintenance plan fee of \$124.97 for a total monthly payment of \$1,393.67.
- The vehicle can be sold during the lease term and replaced if it is economically advantageous or it can be purchased at a negotiated price at the end of the term.
- See attached documentation.

BUDGET IMPACT:

Budgeted item

RECOMMENDATION:

Requesting ratification of transaction

Supplemental to and part of Master Equity Lease Agreement date: 07/07/2022

1. Lessee Name	North Florida Water Utility Authority	Delivery Date	07/31/2025
Address	135 NE Hernando Ave Ste 203	Customer#	657595
City	Lake City	State	FL
ATTN		Postal Code	32055
Driver	Roberts, Shannon		
Address	971 W Duval St Ste 150	Garage County	Columbia
City	Lake City	State	FL
		Postal Code	32055

2. Lease Term Commencing on the delivery date of the vehicle and ending 36 months after the first full monthly rental payment date. with an option to continue month-to-month for an unlimited period of time.

3. Vehicle Description

Year	2025	Make	Ford	Model	F-150
Series	XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB				
License #	TITLEONLY	Unit #	29DGQ3	Replacement Unit #	
		VIN#	1FTEW1LP5SKE57381		

4. Monthly Rental and Other Payments Due

4A. Calculation of Monthly Rental

\$48,021.06	Capitalized Price of Vehicle
\$0.00	Initial License Fee
\$0.00	Certain Other Charges
\$0.00	Other
\$0.00	Extended Mechanical Service Program
\$0.00	Less Gain Applied From Prior Unit
\$0.00	Less Capitalized Price Reduction
<u>\$48,021.06</u>	Total Capitalized Amount (Delivered Price)
\$1,008.44	Depreciation Reserve @2.10%
\$260.26	Monthly Lease Charge
<u>\$1,268.70</u>	Total Monthly Rental Excluding Additional Services

Additional Services

\$124.97	Full Maintenance ¹	Contract Miles	<u>90,000</u>	Overmileage Charge	<u>\$0.5000</u> Per Mile
	Incl: # Brake Sets (1 Set = 1Axle)	<u>0</u>	# Tires	<u>0</u>	Loaner Vehicle Not Included
	Master Policy Enrollment Fees				
\$0.00	Physical Damage Management			Comp/Collision Deductible	<u>0/0</u>
\$0.00	Commercial Automobile Liability Enrollment				
	Liability Limit	\$0.00			
\$1,393.67	Monthly Rental Sub-Total				
<u>\$0.00</u>	Tax	<u>0.0000</u>		State	<u>FL</u>
<u>\$1,393.67</u>	Total Monthly Rental Including Additional Services				

4B. Initial Charges

\$43.15	Pro-Rated Rental
\$1,393.67	First Month's Rental
\$0.00	Security Deposit
\$0.00	Tax on Security Deposit
\$0.00	Capitalized Price Reduction
\$0.00	Tax on Capitalized Price Reduction
\$0.00	Tax on Gain On Prior
\$0.00	Tax on Incentive (Taxable Incentive Total : \$1,000.00)
\$2,964.28	License and Certain Other Charges
\$0.00	Aftermarket Equipment
<u>\$708.30</u>	Other: (See Page 2)
<u>\$5,109.40</u>	Total Initial Charges

4C. Service Charge

\$400.00 Service Charge Due at Lease Termination

4D. Reduced Book Value

\$11,717.22 Reduced Book Value at Lease Termination

Quote based on estimated annual mileage of **30,000**

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to 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. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust. 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.

¹The 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 Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Legacy Bedliners - Spray in bed liner	C	\$600.00
Total Capitalized		\$600.00
Total		\$600.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$60.00
Tax on Initial Administration Fee	B	\$3.30
transport DLR to client	B	\$645.00
Total Billed		\$708.30
Courtesy Delivery Fee	C	\$0.00
Total Capitalized		\$0.00
Total		\$708.30


FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 7th day of July 2022, 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.

Initials: EFM  Customer 

(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.

Initials: EFM

 Customer 

(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):

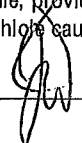
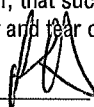
<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury 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

Initials: EFM  Customer 

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

Initials: EFM

Customer

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: Columbia County Board of County Commissioners
Signature: [Signature]
By: Robby Hollingsworth
Title: Chairman
Address: Board of County Commissioners
135 NE Hernando Ave Suite 203
Lake City, Florida 32055
Date Signed: 7/8/22
Initials: EFM [Initials] Customer [Initials]

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: [Signature]
By: Justin Dawson
Title: Finance Manager
Address: 11034 Atlantic Blvd
Jacksonville, FL 32225
Date Signed: July 7, 2022

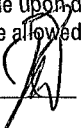
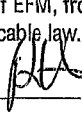

FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 7th day of July 2022, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and Columbia County, FL ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the 7th day of July 2022, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (l) manual transmission clutch adjustment or replacement, (m) brake adjustment or replacement or (n) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM  Lessee 

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

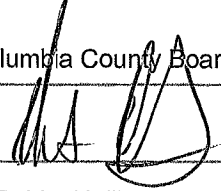
7. **NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

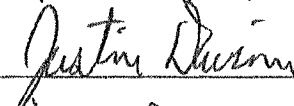
8. **LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. **NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

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

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

LESSEE: Columbia County Board of County Commissioners
Signature: 
By: Robby Hollingsworth
Title: Chairman
Address: Board of County Commissioners
135 NE Hernando Ave. suite 203
Lake City, Florida 32055
Attention: _____
Fax #: _____

EFM. Enterprise Fleet Management, Inc.
Signature: 
By: Justin Davison
Title: Finance Manager
Address: 11034 Atlantic Blvd
Jacksonville, FL 32225
Attention: _____
Fax #: _____

Date Signed: July 8, 2022

Date Signed: July 7, 2022

Initials: EFM  Lessee 


FLEET MANAGEMENT

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and Columbia County, FL (hereinafter referred to as "CUSTOMER"), on the other hand on this 7th day of July, 2012 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, 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 assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 400.00 or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion 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. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise 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 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion 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 5(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 5. 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.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, 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: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, 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 EFM, Enterprise, their employees or officers.

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, EFM or 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 EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER 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 maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

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.

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: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH 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

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER

"ENTERPRISE"

Signature:

Justin Davison

Printed Name:

Justin Davison

Title:

Finance Manager

Date Signed:

July 7, 2022

"CUSTOMER"

Signature:

Robby Hollingsworth

Printed Name:

Robby Hollingsworth

Title:

Chairman

Date Signed:

July 07, 2022

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC



FLEET MANAGEMENT

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and Columbia County, Mo (hereinafter referred to as "CUSTOMER") on this 7th day of July, 2022 (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 County government.
- 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 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 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. 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.

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.

"ENTERPRISE"

Signature

Justin Davison

Printed Name:

Justin Davison

Title:

Finance Manager

Date Signed

July 7, 2022

"CUSTOMER"

Signature

Robby Hollingsworth

Printed Name:

Robby Hollingsworth

Title:

Chairman

Date Signed

7/8/22



FLEET MANAGEMENT

FLORIDA SERVICE AGREEMENT

This Agreement is entered into as of the 7 day of July, 2022, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and Columbia County (County).

WITNESSETH:

1. INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify the County from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which the County may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between the County and Enterprise FM Trust dated as of the date hereof, 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, in each case, while the Vehicle was in possession of the Servicer.

2. Public Records Law. EFM acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. EFM further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, EFM shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

Without in any manner limiting the generality of the foregoing, to the extent applicable, EFM acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- (a). keep and maintain public records required by the County to perform the services required under this Agreement;
- (b). upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c). ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if EFM does not transfer the records to the County; and
- (d). upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of EFM or keep and maintain public records required by the County to perform the service. If EFM transfers all public records to the County upon completion of this Agreement, EFM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If EFM keeps and maintains public records upon completion of this Agreement, EFM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.



FLEET MANAGEMENT

(e). IF EFM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EFM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

[?PHONE NUMBER], CLERK@[?EMAIL ADDRESS] [?ADDRESS].

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and the County have executed this Service Agreement as of the day and year first above written

County: Columbia County

EFM: ENTERPRISE FLEET MANAGEMENT INC

[Signature of Robby Hollingsworth]

[Signature of Justin Davison]

By: Robby Hollingsworth
Title: Chairman

By: Justin Davison
Title: Finance Manager

Address: 135 NE Hernando Ave suite 203
Lake City, Florida 32055

Address: 11034 Atlantic Blvd.
Jacksonville, FL 32225

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 7th day of July, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 7th day of July, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Columbia County ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

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 as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

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

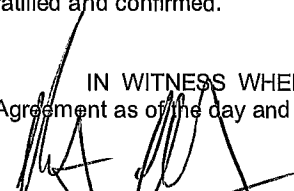
Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will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

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

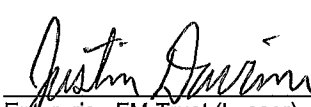
Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of Florida 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 State of Florida 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).

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.



Columbia County (Lessee)



Enterprise FM Trust (Lessor)
By Enterprise Fleet Management, Inc, Its attorney in fact



FLEET MANAGEMENT

By [Signature]

Title: Chairman

Date Signed: 7/8/22

By Justin Davison

Title: Finance Manager

Date Signed: July 7, 2022

Board Comments:

Attorney Comments:

Director Comments:

1. Raftelis Rate Study Update
2. NFWUA Operations Update
3. NFWUA RFQ and RFP Update
4. NFWUA Utility Projects Update

Adjournment: