## SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT



## Agenda Item Summary

Meeting Date: November 17, 2021

Agenda Section: Discussion and Possible Action

Agenda Item Title: SSAISD Fleet Replacement

From: Dolores Sendejo, Deputy Superintendent

Additional Presenters if Applicable: Michael A. Sosa, Enterprise, Senior Account Executive

Description: SSAISD has identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$230,000+ in 10 years.

- Shorten the current vehicle life cycle from 18.42 years to 3.66 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up \$40,000 in capital from the salvage of 16 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$43.22 vs. current \$152.00
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Historical Data: SSAISD has coordinated collaborative meetings by craft and department to discuss the fleet replacement need and presented to the Facilities Committee the overall district fleet profile. Current fleet age is negatively affecting the overall budget and fleet operations.

- 46% of the combined fleet is currently 10 years or older
- 2 vehicles of the light and medium duty fleet is currently 20 years or older
- 10.8 years is the current average age of the white fleet
- 18.42 years time it would take to cycle the white fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

Recommendation: Approve the SSAISD Enterprise Leasing Agreements.

Funding Budget Code and Amount: Maintenance Tax Notes



#### AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_\_ day of November, 2021 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the \_\_\_\_\_ day of November, 2021 ("Agreement") by and between <u>Enterprise Fleet Management Inc., a Missouri corporation</u> ("EFM") and <u>South San Antonio Independent</u> <u>School District (</u>"Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 7 of the Maintenance Agreement is amended to read as follows:

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. All warranties made by any supplier, vendor and/or service provider of a Vehicle are hereby assigned by EFM to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or service provider of the Vehicle.

Section 10 of the Maintenance Agreement is amended to read as follows:

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 Texas (without reference to conflict of law principles).

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

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

South San Antonio Independent School District (Lessee)

ENTERPRISE FLEET MANAGEMENT, INC.

By\_\_\_\_\_

By\_\_\_\_\_ Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_, \_\_\_\_\_

Date Signed:\_\_\_\_\_, \_\_\_\_\_

Title:\_\_\_\_\_



#### AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_\_ day of November, 2021 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the \_\_\_\_\_ day of November, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and South San Antonio Independent School District ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 5 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices. All warranties made by any supplier, vendor and/or service provider of a vehicle are hereby assigned by EFM to Company for the applicable Term and Company's only remedy related to such warranties, if any, is against the supplier, vendor or service provider of the vehicle.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles).

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

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

South San Antonio Independent School District (Company)	ENTERPRISE FLEET MANAGEMENT, INC.
Ву	Ву
Title:	Title:
Date Signed:,,	Date Signed:,,



#### AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_\_ day of November, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_\_ day of November, 2021 ("Agreement") by and between <u>Enterprise FM Trust, a Delaware statutory trust</u> ("Lessor") and <u>South San Antonio Independent School District</u> ("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:

Except in the event of the negligence or willful misconduct of Lessor, Servicer, or any other agent of Lessor, 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.

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 Texas (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 political subdivision of the State of Texas, is precluded by state law 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 Lessee 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 Lessee 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 scheduled term (as determined in 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.

South San Antonio Independent School District (Lessee)

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

Ву\_\_\_\_\_

Title:\_\_\_\_\_

Ву\_\_\_\_\_

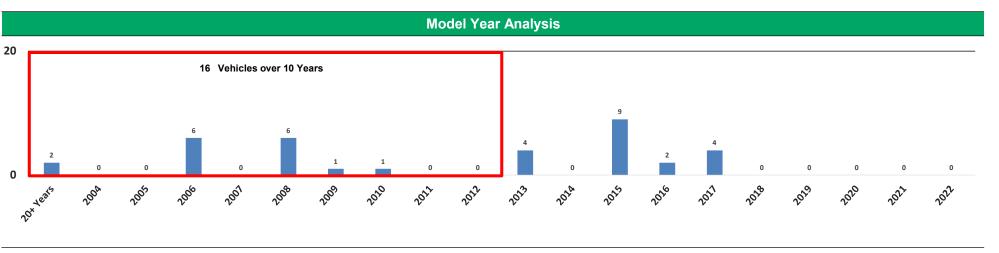
Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_, \_\_\_\_\_

Date Signed:\_\_\_\_\_, \_\_\_\_\_

# South San Antonio Independent School District - Fleet Profile

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Fleet Pro	file				Fleet	Replace	ment Scl	hedule		Replacement Criteria
Vehicle Type	# of Type	Age (years)	willeage	2022	2023	2024	2025	2026	Under- Utilized	* Fiscal 2022 - All vehicles 2006 and older *Fiscal 2023 - All vehicles 2007 to 2008 *Fiscal Year 2024 - All 2013 vehicles
Full-size Van-Passenger	2	12.3	6,800	1	1	0	0	0	0	*Fiscal year 2025 - All 2015 vehicles
3/4 Ton Van Cargo	3	13.4	8,400	3	0	0	0	0	0	*Fiscal Year 2026 - All 2016 + model year vehicles
Mid Size SUV 4x4	7	5.5	9,600	0	2	0	2	3	0	* Underutilized = Annual Mileage less than
Full Size SUV 4x2	2	8.7	10,300	0	2	0	0	0	0	
Compact Pickup Reg 4x2	5	13.8	8,100	5	0	0	0	0	0	Vehicle Types
1/2 Ton Pickup Reg 4x2	7	11.9	5,900	2	0	4	0	1	0	
3/4 Ton Pickup Reg 4x2	1	13.8	8,600	1	0	0	0	0	0	
3/4 Ton Pickup Quad 4x2	1	6.7	5,600	0	0	0	1	0	0	14%
1 Ton Pickup Quad 4x2	2	7.7	3,400	0	1	1	0	0	0	26%
1 Ton Cab Chassis	5	14.0	6,200	4	0	0		0	0	34%
										HD TRUCK SUV TRUCK VAN
Totals/Averages	35	10.8	7,400	16	6	5	4	4	0	



## South San Antonio Independent School District - Fleet Planning Analysis

Current Fleet	35	Fleet Growth	0.00%	Proposed Fleet	35	Fleet Costs Analysis
Current Cycle	14.00	Annual Miles	7,400	Proposed Cycle	3.66	Fleet Costs Analysis
Current Maint.	\$152.00			Proposed Maint.	\$43.22	
Maint. Cents Per Mile	\$0.25	Current MPG	10	Price/Gallon	\$2.25	

Fleet Mix Fleet Cost Annual Fiscal Annual Equity Equity Fleet Size Owned Leased Purchase Lease\* Maintenance Fuel Fleet Budget Net Cash 28% Year Needs (Owned) (Leased) 41% 35 35 0 86,111 0 63,840 58,275 208,226 0 Average 2.5 '22 35 16 19 16 42,100 120,222 -40,000 -33,503 42,954 50,664 182,437 25,789 '23 35 11 13 22 162.783 -20.000 -58.579 35.121 47,809 167,134 41.092 0 31% '24 35 13 8 27 0 198,105 -22,500 -33,503 28,594 45,431 216,127 -7,901 '25 35 9 4 31 0 235.143 -21.000 -92.375 23.373 43.528 188.668 19.557 '26 270,184 35 16 0 35 0 -24,000 -168,690 18,151 41,625 137,270 70,956 '27 35 14 0 35 0 270,184 -180,468 18,151 41,625 149,492 58,733 '28 35 19 0 35 0 270,184 -63,293 18,151 41,625 266,667 -58,441 '29 270,184 35 7 0 35 0 -143,762 18,151 41,625 186,198 22,027 '30 35 16 0 35 270,184 -75,066 18,151 41,625 254,894 -46,669 0 Fuel Maintenance Purchase '31 35 9 0 35 0 270,184 -227,533 18,151 41,625 102,427 105,798 **10 Year Savings** \$230.942 Avg. Sustainable Savings \$16,290

### **Current Fleet Equity Analysis**

YEAR	2022	2023	2024	2025	2026	Under-Utilized
QTY	16	6	5	4	4	0
Est \$	\$2,500	\$3,333	\$4,500	\$5,250	\$6,000	\$0
TOTAL	\$40,000	\$20,000	\$22,500	\$21,000	\$24,000	\$0
	Estimate	\$12	7,500			

\* Lease Rates are conservative estimates

\*\*Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenace costs are exclusive of tires unless noted on the lease rate quote.

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Confidential

11/1/2021

### **KEY OBJECTIVES**

Lower average age of the fleet 46% of the current light and medium duty fleet is over 10 years old

Resale of the aging fleet is significantly reduced

#### Reduce operating costs

Newer vehicles have a significantly lower maintenance expense Newer vehicles have increased fuel efficiency with new technology implementations

#### Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets Currently vehicle budget is underfunded

FLEET MANAGEMENT



Prepared For:



Michael A Sosa Fleet consultant	210-885-2715 рноме	Michael.A.Sosa@efleets.com EMAIL
		FLEET



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# FLEET SYNOPSIS | SOUTH SAN ANTONIO ISD

# THE SITUATION

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

- 46% of the combined fleet is currently 10 years or older
- 2 vehicles of the light and medium duty fleet is currently 20 years or older
- 10.8 years is the current average age of the white fleet
- 18.42 years time it would take to cycle the white fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

# THE OBJECTIVES

# Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$230,000+ in 10 years

- Shorten the current vehicle life cycle from 18.42 years to 3.66 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up \$40,000 in capital from the salvage of 16 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$43.22 vs. current \$152.00
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

### Increase employee safety with newer vehicles

- Currently:
  - o 23% or white fleet vehicles predate Anti-Lock Brake standardization (2007)
  - o 46% of white fleet vehicles predate Electronic Stability Control standardization (2012)
    - ESC is the most significant safety invention since the seatbelt
  - o 100% of white fleet vehicles predate standardization of back up camera (2018)

### Piggyback The Sourcewell, TIPS USA or E&I awarded RFP that addresses the following:

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

## THE RESULTS

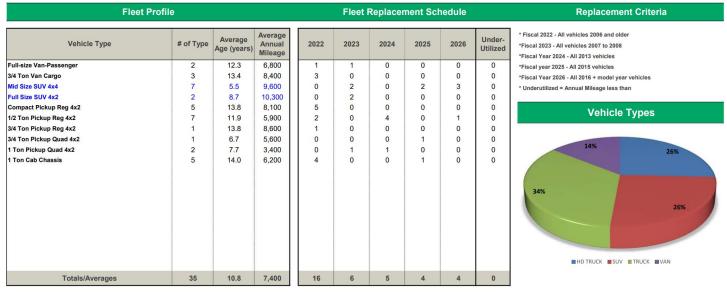
By partnering with Enterprise Fleet Management, it is estimated that the District will reduce their fuel costs by 29%. The District will also reduce maintenance cost by approximately 82% on vehicles. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the District will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 110% above Commercial Value Index. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, South San Antonio Independent School District will be able replace 16 of its oldest vehicles within a year, turning 45% of their vehicles into newer, safer, more efficient models.



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# FLEET STATISTICS | SOUTH SAN ANTONIO ISD

## South San Antonio Independent School District - Fleet Profile



## South San Antonio Independent School District - Fleet Planning Analysis

Current Fleet	35	Fleet Growth	0.00%	Proposed Fleet	35	Fleet Costs Analysis
Current Cycle	14.00	Annual Miles	7,400	Proposed Cycle	3.66	Fleet Costs Analysis
Current Maint.	\$152.00			Proposed Maint.	\$43.22	
Maint. Cents Per Mile	\$0.25	Current MPG	10	Price/Gallon	\$2.25	

		Fleet Mix					Fle	et Cost				Annual		
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash	41%	28%
Average		2.5	35	0	86,111	0			63,840	58,275	208,226	0	41/0	
'22	35	16	19	16	42,100	120,222	-40,000	-33,503	42,954	50,664	182,437	25,789		
'23	35	11	13	22	0	162,783	-20,000	-58,579	35,121	47,809	167,134	41,092	31	%
'24	35	13	8	27	0	198,105	-22,500	-33,503	28,594	45,431	216,127	-7,901		
'25	35	9	4	31	0	235,143	-21,000	-92,375	23,373	43,528	188,668	19,557		
'26	35	16	0	35	0	270,184	-24,000	-168,690	18,151	41,625	137,270	70,956		
'27	35	14	0	35	0	270,184		-180,468	18,151	41,625	149,492	58,733		
'28	35	19	0	35	0	270,184		-63,293	18,151	41,625	266,667	-58,441		
'29	35	7	0	35	0	270,184		-143,762	18,151	41,625	186,198	22,027		
'30	35	16	0	35	0	270,184		-75,066	18,151	41,625	254,894	-46,669	Fuel Maintenance	Purchase
'31	35	9	0	35	0	270,184		-227,533	18,151	41,625	102,427	105,798	- dei - Maintenance	r urendse
									1	10 Year Savin	gs	\$230,942	Avg. Sustainable Savings	\$16,290



# CASE STUDY | SOUTH SAN ANTONIO ISD

## CASE STUDY | DEER PARK INDEPENDENT SCHOOL DISTRICT



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

#### BACKGROUND

Location: Deer Park, T) Industry: Government -Total vehicles: 90+ vehicles

Deer Park, TX Government - School District 90+ vehicles

#### THE CHALLENGE

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

#### THE SOLUTION

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

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

- Pete Pape, Assistant Superintendent for Business Services

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

#### THE RESULTS

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

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

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### **Key Results**







FLEET MANAGEMENT

# **PROGRAM RESOURCES | SOUTH SAN ANTONIO ISD**

## **SAFETY**

- 46% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.

## **ACCOUNT MANAGEMENT**

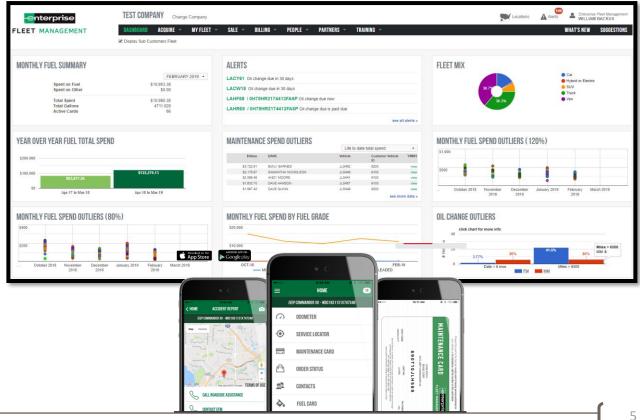
The District will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

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

## **TECHNOLOGY**

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

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





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# **REFERENCES | SOUTH SAN ANTONIO ISD**

# **CURRENT PARTNERS**

- Deer Park ISD
- Southside ISD
- Hidalgo ISD
- Lubbock Cooper ISD
- Abilene ISD
- Midland ISD
- New Caney ISD
- Port Neches-Grove ISD

## **COOPERATIVES:**

- TIPS/TAPS USA
- SOURCEWELL
- E&I



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