

AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of May, 2023 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of May, 2023 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Margate, Florida ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

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

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

The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices. 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, 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 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 is governed by the substantive laws of the State of Florida (determined without reference to conflict of law principles). Venue for any action brought against Lessee shall be in Broward County, Florida.

Additional Section 10 is added to the Maintenance Management and Fleet Rental Agreement and reads as follows:

10. Non-Discrimination & Equal Opportunity Employment: During the performance of this Agreement, EFM shall not discriminate against any person in its operations, activities or delivery of services. EFM shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Additional Section 11 is added to the Maintenance Management and Fleet Rental Agreement and reads as follows:

11. Scrutinized Companies: EFM certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, EFM agrees to observe the requirements of Section 287.135, Florida Statutes, for applicable sub-agreements entered into for the performance of work under this agreement. Pursuant to Section 287.135, Florida Statutes, the Company may immediately terminate this agreement, for cause, if EFM, its affiliates, or its subcontractors are found to have submitted a false certification; or if EFM, its affiliates, or its subcontractors are placed on any

applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the agreement. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Additional Section 12 is added to the Maintenance Management and Fleet Rental Agreement and reads as follows:

12. Public Records: The City of Margate, Florida is public agency subject to Chapter 119.0701(2), Florida Statutes. EFM shall comply with Florida's Public Records Law. Specifically, EFM shall:

1. Keep and maintain public records required by the Company to perform the service;
2. Upon request from the Company's custodian of public records, provide the Company 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, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, EFM shall destroy all copies of such confidential and exempt records remaining in its possession after EFM transfers the records in its possession to the Company; and
4. Upon completion of the Agreement, transfer, at no cost, to the Company all public records in possession of EFM or keep and maintain public records required by the Company to perform the services herein. If EFM transfers all public records to the Company upon completion of the 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 the Agreement, EFM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Company, upon request from the Company's custodian of public records, in a format compatible with the information technology systems of the Company.

IF EFM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EFM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Telephone number:

(954) 972-6454

E-mail address:

recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

Additional Section 13 is added to the Maintenance Management and Fleet Rental Agreement and reads as follows:

13. E-Verify Compliance. EFM affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., EFM is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, EFM requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that EFM is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat..

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.

City of Margate, Florida (Company)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____