

SERVICE AGREEMENT

This Agreement is entered into as of the ____ day of _____, 2020, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Margate, Florida (CITY).

WITNESSETH:

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and City of Margate, Florida.

1. Scope of Service: This pricing and services under this contract are in accordance with the contract between Enterprise Fleet Management and Sourcewell for Fleet Management Services Request for Proposal #060618. Pricing for and terms will utilize Sourcewell in this case. Initial government pricing will be benchmarked each year based on FSA or other government pricing.

2. 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.

3. Arbitration: In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association. Each party to be responsible for their respective arbitration fees.

4. 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 City 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.

5. 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 CITY to perform the service;

2. Upon request from the CITY's custodian of public records, provide the CITY 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 CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of EFM or keep and maintain public records required by the CITY to perform the services herein. If EFM transfers all public records to the CITY 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 CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.

**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.**

**Custodian of Public Records: JOSEPH KAVANAGH, CITY
CLERK Mailing address: 5790 Margate Blvd., Margate, FL 33063
Telephone number: 954-935-5327
Email: jjkavanagh@margatefl.com**

6. Representations: 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.

7. Access and Audit of Records: The Lessee reserves the right to require Enterprise to submit to an audit by an auditor of the Lessee's choosing at Lessee's expense. Enterprise shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. Enterprise shall retain all records pertaining to this Agreement, and upon request make them available to the Lessee for seven (7) years following expiration of this Agreement. Enterprise agrees to provide such assistance as may be necessary to facilitate the review or audit by the Lessee to ensure compliance with applicable accounting and financial standards.

8. Notice: The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and EFM. All notices required to be given to the CITY or EFM pursuant to this Agreement shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

TO LESSEE: CITY OF MARGATE
CITY MANAGER
with copy to City Attorney
5790 MARGATE BOULEVARD
MARGATE, FLORIDA 33063

TO LESSOR: Enterprise FM Trust, a Delaware statutory trust
5105 JOHNSON ROAD
COCONUT CREEK, FLORIDA 33073

9. Indemnification: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify the CITY 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 CITY 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 CITY 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.

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

CITY: City of Margate, Florida

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

Attest:

By _____

Title: City Clerk

Date Signed: _____, _____