



SERVICE AGREEMENT

This Agreement is entered into as of the _____ day of June, 2019, by and between Enterprise Fleet Management, Inc., (Contractor), a Missouri corporation, and City of North Port (City).

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

WITNESSETH:

TERM.

The term of this Agreement shall begin on the 25 day of June, 2019 and continue through the 31 day of May, 2020, and may be extended when in the best interest of the CITY.

PUBLIC RECORDS.

The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

- a. Keep and maintain all public records required by the CITY to perform the services.
- b. Upon request from the CITY's custodian of public records, provide the CITY, at no cost, 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 by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 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 agreement term and if the Lessor does not transfer the records to City following completion of the agreement, for the time period specified in General Records Schedule GSI-SI. For State and Local Government Agencies.
- d. Upon completion of the agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S**



CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941-429-7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.

NONDISCRIMINATION:

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Lessor shall not administer this agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

PAYMENT:

The CITY will pay the CONTRACTOR a monthly rate that is identified on the individual vehicle lease schedule. All payments are due on the first of each month and shall be made in accordance with Florida Prompt Payment Act, Section 218.74, Florida Statutes.

AUTHORIZATION:

The City Manager or designee is authorized and may approve amendments to this Service Agreement and/or additional Schedules to the Master Walkaway Lease Agreement that do not increase the number of vehicles leased by more than 10 new or additional vehicles annually.

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

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

City: City of North Port, Florida

Contractor: ENTERPRISE FLEET MANAGEMENT INC.



By: _____

By: Steve Podosek

Title: _____

Title: Finance Manager

Address: _____

Address: _____
