

**FLORIDA SERVICE AGREEMENT**

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Green Cove Springs, FL (Company).

WITNESSETH:

1. INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify the Company 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 Company 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 Company 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 Company'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 Company to perform the services required under this Agreement;
- (b). upon request from the Company's Custodian of Public Records or his/her designee, 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, 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 Company; and
- (d). upon completion of this 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 service. If EFM transfers all public records to the Company 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 Company, upon request from the Company's Custodian of Public Records, in a format that is compatible with the information technology systems of the Company.

(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].

3. E-Verify.

A. Pursuant to Section 448.095, Florida Statutes, EFM shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, within fifteen (15) days of request, provide evidence of compliance with this provision.

B. Subcontractors.

(i) EFM shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide EFM with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.

(iii) EFM shall provide a copy of such affidavit to the Company upon receipt and shall maintain a copy for the duration of the Agreement.

C. Failure to comply with this provision is a material breach of the Agreement, and Company may choose to terminate the Agreement at its sole discretion.

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

Company: City of Green Cove Springs, FL

EFM: ENTERPRISE FLEET MANAGEMENT INC.

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

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

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