

# EMERGENCY VEHICLE LEASE

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**THIS AGREEMENT** is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by and between:

**CITY OF POMPANO BEACH, FLORIDA**, a municipal corporation of the State of Florida, with offices located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "LESSOR,"

**and**

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, with offices located at 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "LESSEE,"

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and efficiency of which are hereby acknowledged, the parties agree as follows:

## **1. Vehicles and Equipment Leased**

LESSOR leases to LESSEE, on terms contained in this lease, the motor vehicles described as one ladder truck, one fire engine and one rescue unit as well as any and all equipment maintained on said motor vehicles. Serial numbers of the vehicles subject to this Lease are set forth in Exhibit "A" attached hereto and made a part hereof. An Inventory of any and all equipment maintained on said motor vehicles is set forth in Exhibit "B" attached hereto and made a part hereof.

## **2. Deposit**

No deposit shall be required of LESSEE except as provided herein.

## **3. Insurance**

The parties hereto acknowledge that LESSEE is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The LESSEE shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

## **4. Reports of Accidents**

If a vehicle furnished by LESSOR to LESSEE pursuant to this agreement is involved in any accident, LESSEE shall cause its agents and employees to notify LESSOR immediately by telephone. Thereafter, as soon as practicable, LESSEE shall report to LESSOR in writing,

giving all information relative to the accident, including, but not limited to, the date, time, place and circumstance of the accident, the names and addresses of persons injured, the owners of property damaged, and names and addresses of witnesses. LESSEE, its agents and employees, shall cooperate fully with LESSOR and the insurer in the investigation and defense of any claim or suit, and shall do nothing to impair or invalidate any applicable insurance coverage.

LESSEE shall promptly deliver to LESSOR or to such other person or company as LESSOR shall have designated in writing, any and all papers, notices, summonses, processes, and documents whatsoever served upon or delivered to LESSEE or LESSEE's agents or employees in connection with any claim, suit, action or proceeding at law or in equity commenced or threatened against LESSEE or LESSOR arising out of the ownership, maintenance, use, or operation of any vehicle subject to this lease.

## **5. Repairs**

LESSEE's drivers shall not make any repairs or adjustments to any vehicle, but in all cases of trouble shall give prompt notice to LESSOR by the most efficient means available describing the nature of the trouble and the location of the vehicle. LESSEE's drivers shall abide by LESSOR's directions concerning emergency repairs.

## **6. Delivery of Vehicles**

On the commencement of this Lease, LESSEE shall take possession of the leased vehicles at the garage or garages of LESSOR as designated by LESSOR.

LESSOR shall use all reasonable diligence to deliver the vehicles leased under this lease to the LESSEE on the execution of this lease and any supplement to this lease, but shall not be liable to LESSEE for any failure or delay in obtaining the vehicles or in making the delivery of the vehicles, if LESSOR shall have exercised reasonable diligence to do so.

## **7. Drivers of Vehicles**

All vehicles leased to LESSEE under this lease shall be operated only by safe, careful, legally qualified drivers who either have the rank of driver-engineer or are certified to upgrade to that position within LESSEE's Fire Department.

LESSEE shall cause the vehicles subject to this lease to be used and operated with reasonable care and precaution to prevent loss and damage to such vehicles due to negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property.

## **8. Use of Vehicles**

LESSEE agrees that the vehicles are only to be used in connection with the Air Show scheduled to be held on May 8 and 9, 2021, in the City of Fort Lauderdale. LESSEE further agrees that it will not use or permit the use of vehicles leased under this lease in a negligent or improper manner; in violation of any local, state or federal law; in violation of any policy, procedure or agreement of LESSEE; or so as to avoid any insurance covering the vehicles.

LESSEE further agrees that it will not permit any vehicle to become subject to any lien, charge, or encumbrance.

**9. Maintenance and Fuel**

Unless otherwise agreed in writing by the parties, no maintenance shall be required by LESSEE during the lease term, except LESSEE agrees that the oil in the crankcase of each vehicle shall at all times be kept at proper levels. LESSEE agrees to return all and each vehicle with the same amount of fuel as when LESSEE took possession of the vehicles.

**10. Compliance with Uniform Traffic Control Law**

LESSEE shall maintain all leased vehicles in compliance with the Florida Uniform Traffic Control Law.

**11. Risk of Loss**

LESSEE shall bear all risks of damage to vehicles and loss of vehicles, or any portions of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of vehicles shall be at LESSEE's cost and expense and shall be accessions to the vehicles.

**12. Indemnity**

LESSEE agrees, to the extent permitted by law, to protect, defend, reimburse, indemnify and hold the LESSOR, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney's fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the LESSOR's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agents or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the LESSEE's performance under this lease, the LESSEE's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this lease or any breach of the terms of this lease. LESSEE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the LESSOR in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this agreement. Compliance with the insurance requirements herein shall not relieve the LESSEE of its liability or obligation to indemnify the LESSOR as set forth in this section. Notwithstanding anything to the contrary in the foregoing or within this lease, the LESSOR shall not relinquish or waive any of its rights as a sovereign local government and the LESSOR reserves all rights and defenses under applicable sovereign immunity law.

**13. Additional Charges**

The LESSEE agrees to pay all storage charges, parking charges, and fines. LESSEE will pay any fees, including vehicle registration and inspection fees or taxes, which may be imposed with respect to any vehicle by any duly constituted governmental authority as the result of the LESSEE's use or intended use of the vehicle.

**14. Term**

This lease shall commence on May 7, 2021 and shall terminate on May 10, 2021.

**15. Surrender of Vehicles**

On the termination of this lease, LESSEE shall return to LESSOR at the garage at which delivery of such vehicles shall have been made to LESSEE, or at such other garages in the same city as may have been designated by LESSOR, such vehicle or vehicles in as good condition and running order as when received by LESSEE, ordinary wear and tear excepted.

**16. Warranties**

There are no warranties, expressed or implied, by the LESSOR to the LESSEE, except as contained in this lease, and LESSOR shall not be liable for any loss or damage to LESSEE, nor to anyone else, of any kind and howsoever caused, whether by any vehicle, or the repair, maintenance, or equipment of any vehicle, or by the failure of any vehicle, or interruption of service or use of any vehicle leased under this lease.

**17. Assignment**

LESSEE agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this lease, or the lease itself.

**18. Default**

Time is of the essence of this agreement. LESSOR, at LESSOR's option, may declare this lease in default, by written notice to LESSEE, on the happening of any of the following:

- (A) default by LESSEE in payment or performance of any of its obligations under this lease;
- (B) voluntary assignment of LESSEE's interest;
- (C) involuntary transfer of LESSEE's interest by operation of law; or
- (D) expiration or cancellation of any policy of insurance agreed to be paid for by LESSEE, or the cessation in force according to its original terms of the insurance, or of any extension or renewal of the insurance, during the entire term of this lease.

On declaration by LESSOR that the lease is in default, all vehicles then subject to the lease shall be surrendered and delivered to LESSOR, and LESSOR may take possession of the property wherever it may be found, with or without process of law and for that purpose may enter on the premises of LESSEE. On default, LESSEE and LESSEE's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicles leased under this lease, or the possession or use of the vehicles, and LESSOR shall retain all rents and other sums paid by LESSEE under this lease with respect to all the vehicles.

**19. Waiver**

Failure of LESSOR in any one or more instances to insist on the performance of any of the terms of this lease, or to exercise any right or privilege conferred, or the waiver of any breach of any terms of this lease shall not be construed as a waiver of those terms, which shall continue in force as if no waiver had occurred.

**20. Lease Only**

This agreement is one of leasing only and LESSEE shall not acquire any right, title, or interest to vehicles leased under this lease other than that of a LESSEE.

**21. Notices**

Notices provided for under this lease shall be deemed given when mailed to the addresses of the LESSEE and LESSOR, as contained in this lease.

**22. Succession**

This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties to this lease.

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**“LESSOR”:**

**CITY OF POMPANO BEACH**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

**"LESSEE":**

Witnesses:

**CITY OF FORT LAUDERDALE**

\_\_\_\_\_

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

City Manager

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_

City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as City Manager, and \_\_\_\_\_ as City Clerk of the City of Fort Lauderdale, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

:jrm  
4/15/21  
L:agr/fire/2021-575