

RESOLUTION NO. 2018 - 015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING A DONATION IN THE AMOUNT OF THIRTY-SIX THOUSAND FORTY-NINE DOLLARS AND ZERO CENTS (\$36,049.00) FROM SOUTHWEST RANCHES VOLUNTEER FIRE RESCUE, INC. TO REPLACE THE EXISTING FIRE OFFICER VEHICLE; AGREEING TO PIGGYBACK ONTO THE FLORIDA SHERRIFF'S ASSOCIATION PRICING TO PURCHASE A FORD INTERCEPTOR SPORT UTILITY VEHICLE, INCLUSIVE OF ALL OPTIONS AND EXTENDED WARRANTIES, FROM DUVAL FORD, IN THE AMOUNT OF THIRTY-SIX THOUSAND FORTY-NINE DOLLARS AND ZERO CENTS (\$36,049.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A LEASE AGREEMENT WITH SOUTHWEST RANCHES VOLUNTEER FIRE RESCUE, INC. FOR USE OF THE VEHICLE; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2017/2018 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current Fire Officer vehicle utilized by Southwest Ranches Volunteer Fire Rescue, Inc. ("SWRVFR") was acquired in 2004 and has more than 175,000 miles; and

WHEREAS, SWRVFR has raised the necessary funds to assist the Town in purchasing a new Fire Officer vehicle; and

WHEREAS, the Town has elected to piggyback onto the Florida Sherriff's Association pricing to purchase a Ford Interceptor sports utility vehicle, inclusive of all options and extended warranties, from Duval Ford, in the amount of Thirty-Six Thousand Forty-Nine Dollars and Zero Cents (\$36,049.00); and

WHEREAS, the Town has agreed to enter into a lease agreement with SWRVFR for the use of the vehicle;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

Section 2. The Town Council hereby accepts a donation in the amount of Thirty-Six Thousand Forty-Nine Dollars and Zero Cents (\$36,049.00) from Southwest Ranches Volunteer Fire Rescue, Inc. for the purchase of a new Fire Officer vehicle.

Section 3. The Town Council hereby agrees to piggyback onto the Florida Sherriff's Association pricing and to purchase a Ford Interceptor sports utility vehicle, inclusive of all options and extended warranties, from Duval Ford, in the amount of Thirty-Six Thousand Forty-Nine Dollars and Zero Cents (\$36,049.00), as specifically delineated in the purchase order, attached hereto as Exhibit "A".

Section 4. The Town Council herby authorizes the Mayor, Town Administrator, and Town Attorney to enter into a lease agreement with Southwest Ranches Volunteer Fire Rescue, Inc. for use of the vehicle, as attached hereto and incorporated herein by reference as Exhibit "B".

Section 5. BUDGET ADJUSTMENT. In accordance with the Town Charter and the budget adopted in Ordinance 2017-015, a FY 2017-2018 Budget amendment totaling \$36,049 is required by increasing the General Fund Transfer/Contribution from Volunteer Fire Fund revenue account (001-0000-381-38112) and increasing the General Fund Volunteer Fire Fund Machinery and Equipment expenditure account (001-3200-522-64100) in the amount of \$36,049. Additionally, an increase to the Volunteer Fire Fund Transfer to the General Fund expenditure account (102-3200-581-91001) and, conversely, a decrease to the Volunteer Fire Fund Machinery and Equipment expenditure account (102-3200-522-64100) in the respective amounts of \$36,049 is also necessary.

Section 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches,

this 28th day of November, 2017, on a motion by C/m Schroeder, seconded by

Vice Mayor Fisikelli.

McKay	<u>Yes</u>	Ayes	<u>4</u>
Fisikelli	<u>Yes</u>	Nays	<u>0</u>
Breitkreuz	<u>Yes</u>	Absent	<u>1</u>
Jablonski	<u>Absent</u>	Abstaining	<u>0</u>
Schroeder	<u>Yes</u>		

ATTEST:

Doug McKay
Doug McKay, Mayor

Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff
Keith M. Poliakoff, Esq., Town Attorney

114672047.1

TRUCK LEASE AND SERVICE AGREEMENT

THIS LEASE ("Lease") is made and entered into on this 16th day of January, 2018, by and between the Town of Southwest Ranches, a Florida municipal corporation of the State of Florida, (Lessor) 13400 Griffin Road, Southwest Ranches, Florida 33330 and the Southwest Ranches Volunteer Fire-Rescue, Inc., a Florida not-for-profit corporation, organized under Section 501(c) (4) Internal Revenue Code, ("Lessee") 7220 Griffin Road, Southwest Ranches, Florida 33331. For mutual consideration given, the receipt and sufficiency of which are hereby acknowledged, the parties agrees as follows:

ARTICLE I LEASE

1.01 **Vehicle Lease.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the vehicle listed and described on attached Schedule A (the "Vehicle"), which Schedule A is incorporated herein by reference. Lessee's execution hereof shall constitute Lessee's acknowledgement that Lessor is purchasing or leasing the Vehicle with the express and sole intent of leasing or subleasing Vehicle to Lessee. This Lease shall become effective on the date the Vehicle is tendered from a third party to Lessor, or to Lessee ("Effective Date"), and shall continue for the term specified in attached Schedule A, unless otherwise earlier terminated as provided herein.

1.02 **"AS IS".** Acceptance of the Vehicle in service constitutes Lessee's acknowledgment that the Vehicle complies with Lessee's specifications and Lessee agrees to be responsible for any costs for structural alterations, special equipment, alteration in painting, lettering, or art work (none of the foregoing to be made without Lessor's consent) subsequently desired by Lessee. If, after the execution of this Lease any federal, state, or local law, ordinance, or regulation is enacted that requires the installation of any additional equipment, specifically including, but not limited to, anti-pollution or safety devices, Lessee shall be responsible for the cost of this additional equipment, including installation expenses. Lessee agrees either to install the additional equipment or to arrange for its installation, and Lessee agrees to pay the full cost of the additional equipment. **Lessor leases Vehicle to Lessee "AS IS" with no warranties or representations, either express or implied. Lessor makes no warranty of merchantability or fitness of the Vehicle for any particular purpose.**

1.03 Lessor may lease or finance the purchase of the Vehicle and may, as security, give the lender an installment sale instrument, mortgage, or security agreement covering the Vehicle. Lessor may also assign any amounts due under this Lease. The interests of the Lessee in this Lease shall be subject and subordinate to any security arrangement.

ARTICLE 2 SURRENDER

2.01 The Vehicle, including any improvements made thereto including fixtures, shall be promptly returned by Lessee to Lessor's facility specified in attached Schedule A upon the termination of this Lease unless Lessor, in its sole discretion and upon its own terms, offers the Vehicle for sale or for an extended lease term to Lessee, and Lessee purchases or re-leases the Vehicle. The Vehicle shall be returned in good operating condition less normal wear and tear.

**ARTICLE 3
OPERATION AND MAINTENANCE**

3.01 **Ordinary Use.** The Vehicle will be operated by Lessee only in the normal and ordinary course of Lessee's operation as a volunteer fire department, and not in violation of any law, rule, regulation, statute, or ordinance, including legal weight limitations. Lessee shall indemnify and hold Lessor harmless from and against all fines, forfeitures, seizures, confiscations, and penalties arising out of any of the above violations.

3.02 **Use of Additional Equipment.** Whenever Lessee operates the Vehicle with a trailer or other equipment not included on the attached Schedule A, or not maintained by Lessor under a separate agreement, Lessee warrants that the trailer, equipment, or both will be in good operating condition. Notwithstanding any other provision of this Lease, Lessee will indemnify and hold Lessor harmless against any claim or loss or damage resulting from Lessee's failure to properly maintain such trailer, equipment, or both.

3.03 **Lessee to Provide Maintenance.** Lessee agrees to provide at its sole cost and expense all maintenance to the Vehicle, including but not limited to the following (1) oil, lubricants, tires, tubes, and all other operating supplies and accessories necessary for the proper and efficient operation of the Vehicle; (2) maintenance and repairs, including all labor and parts that may be required to keep the Vehicle in good operating condition; (3) painting and lettering, according to Lessee's specifications with Lessor's consent, at the time the Vehicle is placed into service; (4) washing of the Vehicle; and (5) road service due to mechanical, tire or any other failure.

3.04 **Authority to Repair Vehicle.** Lessee agrees not to cause or permit any person other than a licensed mechanic, or persons expressly authorized by Lessor, to make repairs and adjustments to or to install accessories on or in the Vehicle. When repairs are necessary, Lessee shall notify Lessor of the repairs. Lessee is responsible for any emergency repairs or services. All repairs to the Vehicle shall be made at the sole cost and expense of Lessee.

3.05 **Regular Maintenance.** Lessee agrees to have the Vehicle serviced and maintained only at facilities certified to perform such service and maintenance. The cost for such service shall be at the sole cost and expense of Lessee.

3.06 Lessee shall indemnify and hold Lessor harmless against any claim or loss resulting from Lessee's failure to pay any of the costs and expenses described above.

**ARTICLE 4
FUEL**

4.01 Lessee is responsible for the cost of all fuel, oil and lubricants and any taxes thereon.

4.02 Lessee shall indemnify and hold Lessor harmless against any claim or loss resulting from Lessee's failure to pay any fuel or other tax that may become due.

**ARTICLE 5
LICENSES AND TAXES**

5.01 **Vehicle Licenses.** Lessee agrees to provide or pay for the state motor vehicle license for the licensed weight of the Vehicle. Lessee further agrees to pay any personal property taxes for the Vehicle in the state of domicile and any federal highway use tax, where applicable, and when and if due, at the rates and according to the method of assessment in effect on the date this Lease commences.

5.02 Lessee agrees to pay for any special licenses or pay any taxes that may become due and that may be required by Lessee's business resulting from the operation and use of the Vehicle, including mileage taxes, ton-mileage taxes, and highway or bridge tolls.

5.03 Lessor may pay or discharge any lien or encumbrance asserted against the Vehicle as a result of Lessee's failure to pay any claim or assessment for any taxes or license fees due, and Lessee shall promptly reimburse Lessor for such payment.

**ARTICLE 6
SUBSTITUTION**

6.01 Lessor has no duty to furnish a substitute vehicle if the Vehicle is out of service for any reason whatsoever, including but not limited to (1) for ordinary maintenance and service, (2) because of damage resulting from collision or upset, or (3) for repair or maintenance of special equipment or accessories consented to by Lessor but for which Lessor is not responsible.

6.02 Any charges due and applicable to the Vehicle while out of service shall not abate.

**ARTICLE 7
DRIVERS**

7.01 Lessee agrees to cause the Vehicle to be operated only by a safe, careful, properly licensed driver. Each driver shall be at least eighteen (18) years of age, properly insured, and the agent of Lessee, and subject to Lessee's exclusive direction and control. Lessee agrees to fully reimburse Lessor for loss or damage to the Vehicle, including related expenses, if the Vehicle is operated by drivers under eighteen years of age or not properly insured.

7.02 Lessee will immediately remove any driver on receipt of a written complaint from Lessor specifying any reckless, careless, or abusive handling of the Vehicle, or any other incompetence by or of any driver, and requesting his or her removal. If Lessee fails to remove the driver, then, notwithstanding any other remedies of Lessor or provisions of this Lease, Lessee (1) shall reimburse Lessor in full for any loss and expense sustained by Lessor for damage to the Vehicle while being operated by that individual; and (2) shall release, indemnify, and otherwise hold Lessor harmless from and against any claims or causes of action for death or injury to persons, or loss or damage to property, arising out of the use or operation of the Vehicle by that individual. Lessor may increase the amount of Lessee's physical damage responsibility and the limits of liability insurance coverage, with respect to the Vehicle, to an amount equal to the agreed value calculated in accordance with Article 11 as of the time of damage or loss.

7.03 Lessee agrees that the Vehicle will not be operated (1) by any driver in possession or under the influence of alcohol or any drug which may impair the ability to operate the Vehicle; (2) in a reckless or abusive manner; (3) off an improved road, unless specifically related to Lessee's fire-fighting operations or exercises; (4) on a flat tire; or (5) when improperly loaded or loaded beyond the manufacturer's recommended maximum gross weight as set forth in the Vehicle operating manual. Notwithstanding any other provision of this Lease, Lessee agrees to reimburse Lessor in full for damages, including expenses, resulting from a violation of this provision. Lessee will be responsible for all necessary expenses of towing or removal of the Vehicle.

ARTICLE 8 RENT AND FEES

8.01 Lessee agrees to pay Lessor rent in the amount of Ten Dollars (\$10.00) per year for the Vehicle, at Lessor's address set forth above or at any other place of business as the Lessor or an assignee of the rent may direct, yearly, in advance, beginning with the Effective Date.

8.02 Subject always to such exemption as Lessee may be entitled to as a not-for-profit 501(c)(4) organization, Lessee agrees to pay for (1) any sales or use tax imposed after the date of this Lease on the use or rental of the Vehicle or any other charges accruing under this Lease; (2) any increase in license or registration fees, including federal highway use tax, vehicle inspection fees, and personal property tax rates; or (3) any new or additional taxes or governmental fees on fuel adopted after the execution date hereof.

8.03 Any provision contained herein that would result in Lessee not qualifying as a 501(c)(4) tax exempt, not-for-profit organization shall be deemed severed as of the commencement date of this Lease and any provision not contained herein that is necessary for Lessee to retain its status as a 501(c)(4) tax exempt, not-for-profit organization is deemed incorporated herein by reference; likewise, any provision contained or not contained herein, which inclusion or exclusion would result in this Lease or in the agreement under which Lessor obtained title to the Vehicle not qualifying as a qualified tax exempt obligation under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, is hereby deemed included or excluded, as necessary, to so qualify.

ARTICLE 9 INDEMNIFICATION, LIABILITY & INSURANCE

9.01 **Indemnification.** To the fullest extent permitted by law Lessee shall indemnify, and hold harmless the Lessor and Lessor's officers, agents, licensees, and employees from and against any claims or causes of action for death or injury to persons, or loss or damage to property or from other liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and costs at all tribunal levels, including but not limited to, the trial level and all appeals, to the extent caused by the malfeasance, negligence, recklessness, or wrongful misconduct of Lessee and persons employed or utilized by Lessee in the operation of the Vehicle. Lessee further agrees to release and hold Lessor harmless for death or injury to Lessee, to any of Lessee's agents, or to drivers of, or passengers in the Vehicle, or any other persons whatsoever, arising out of the ownership, maintenance, use, or operation of the Vehicle. Lessee and Lessor agree that 1% of the compensation due under this Lease is offered and accepted as sufficient

separate consideration for Lessee's agreement to indemnify Lessor and Lessor's officers, agents, licensees, and employees as provided for in this paragraph. This specific consideration for Lessee's agreement to indemnify is already incorporated in the Lease rate agreed to between Lessor and Lessee. Lessee agrees to be fully responsible for acts and omissions of their respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the Lessor to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

9.02 **Liability Insurance.** The Lessee shall, at its sole cost, procure and maintain a standard policy of vehicle liability insurance and comprehensive general liability insurance ("Liability Insurance") with limits and deductibles as specified on Schedule B attached hereto and made a part hereof. The Lessor shall be named as an additional insured of all the insurance policies to be acquired pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the Lessor. The policy shall provide that coverage cannot be cancelled or materially altered without written notice to both parties in accordance with insurance policy provisions which adhere to Florida insurance regulations as described in Schedule B. The Lessee shall furnish certificates to the Lessor to evidence compliance with this provision prior to receipt of the Vehicle.

9.03 **Failure to Obtain Insurance.** If Lessee fails to procure and maintain Liability Insurance, or fails to furnish Lessor with the required certificates as evidence of insurance, Lessee shall indemnify and hold Lessor harmless from and against any claims or causes of action for death or injury to persons or loss or damage to property arising out of or caused by the ownership, maintenance, use, or operation of the Vehicle. Lessor is authorized but not obligated to procure its own Liability Insurance, without prejudice to any other remedy Lessor may have, and Lessee shall pay Lessor, as additional rental, the amount of the premium paid by Lessor.

9.04 **Physical Damage Insurance.** The Lessee shall pay for loss or damage to the Vehicle and any other property, and shall maintain insurance to cover any such physical loss or damage to property, under the terms and in the amounts described in Schedule B.

Lessee shall timely furnish Lessor with evidence of coverage as set forth in Section 9.02 and Lessor shall be named as an additional insured and as a loss payee. The deductible amount of the policy may not exceed the amount set forth in Schedule B.

9.03 Lessee agrees to immediately notify Lessor upon the happening of any accident or collision involving the use of the Vehicle, will cause the driver to make a detailed report in writing at the address of Lessor set forth above as soon as practicable, and to render any other assistance to Lessor and the insurer that is requested by either of them in the investigation, defense, or prosecution of any claims or suits.

9.04 **Uninsured and Underinsured Motorists Insurance.** Lessee shall procure and be responsible for payment of premiums for underinsured or uninsured motorists coverage in such amounts as Lessor may require as set forth in Schedule B.

9.05 **Cargo Insurance.** Lessee agrees to release and hold Lessor harmless for loss or damage to any property carried in or on the Vehicle, and waives any legal right of recovery against Lessor for any loss or damage under this provision. Lessee shall, at its sole expense, include Lessor as a named insured in any cargo, transportation, or other insurance policies covering Lessee with respect to any loss or damage to such property.

9.06 **Loss of Lessor's Accessories.** Lessee shall reimburse Lessor for loss of any tools, tarpaulins, accessories, spare tires, or other equipment, of whatever nature, if any, furnished by Lessor, all of which shall be included in the definition of Vehicle hereunder.

9.07 **Vehicle Theft or Destruction.** If the Vehicle is lost or stolen, Lessor may, in its sole discretion, but is not obligated to, provide a substitute vehicle. If the Vehicle is, in Lessor's opinion, damaged beyond repair, Lessor shall so notify Lessee, with a police report, within thirty (30) days after having been advised of the damage. If the Vehicle is damaged beyond repair, this Lease shall automatically terminate on receipt of Lessor's notice, provided that all charges due to Lessor from Lessee under this Lease have been paid.

ARTICLE 10 BREACH OR DEFAULT

10.01 **Breach by Lessee.** If Lessee breaches or defaults on any of the obligations of this Lease, Lessor may immediately, without notice or demand, take possession of the Vehicle, together with any equipment and accessories. Lessor may enter any premises where the Vehicle is located and remove same. Lessor may retain or refuse to redeliver the Vehicle to Lessee until the breach or default is cured without any of Lessor's actions being deemed an act or termination and without prejudice to the other remedies Lessor may have. Lessee shall continue to be liable for all charges accruing while the Vehicle is retained by Lessor.

If at the time Lessor takes possession of the Vehicle, other property belonging to Lessee is attached to or is within the Vehicle, Lessor is authorized to take possession of the items and either hold them for Lessee or place them in storage at Lessee's expense.

If Lessee's breach or default continues for ten (10) days after written notice from Lessor to Lessee, Lessor may terminate the Lease.

ARTICLE 11 GENERAL PROVISIONS

11.01 **Attorneys Fees and Costs.** The prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in collecting amounts due or in enforcing any rights or obligations under this Lease, at all tribunal levels.

11.02 **Assignment.** Lessee may not assign this Lease or any of Lessee's rights under this Lease or sublease the Vehicle, or permit others to use the Vehicle, without the prior written consent of Lessor, which may be withheld in Lessor's sole and absolute discretion. Any attempted assignment or sublease by Lessee without prior written consent from Lessor shall be void and shall neither relieve Lessee of any obligations or liabilities hereunder nor confer any rights upon the intended assignee.

11.03 **Modification.** No modifications or amendments hereto shall be valid unless in writing and executed by the contracting parties.

11.04 **Delay Not Waiver.** No delay or omission by Lessor to exercise any remedy or right accruing on default shall impair any remedy or right. No delay or omission by Lessor will be construed as a waiver of any default or in any manner affect Lessor's right not to waive any subsequent default.

11.05 **Lessor Not Liable.** Lessor shall incur no liability to Lessee for failure to supply the Vehicle, provide a substitute vehicle, repair or replace any disabled Vehicle, or provide fuel for the Vehicle.

11.06 **Parties Bound.** This Lease shall be binding on and inure to the benefit of the contracting parties and their respective heirs, successors, legal representatives, and assigns where permitted by this Lease. Lessee shall promptly notify Lessor in writing of any change in Lessee's status as a 501(c)(4) organization.

11.07 **Notices.** All notices, consents, waivers, certificates, or other communication (except invoices and requests for documents) under this Lease shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth in the introductory paragraph of this Lease, unless a different address has been selected after the execution of this Lease and has been duly communicated to the party giving notice in accordance with this notice provision.

ARTICLE 12 LEGAL CONSTRUCTION

12.01 **Governing Law.** This lease has been executed in the State of Florida and shall be governed by the laws of that state; venue shall be in Broward County, Florida.

12.02 **Entire Agreement.** This Lease and the attached Schedule(s) incorporated by reference and made an integral part of the Lease, constitute the entire agreement between the parties with respect to its subject matter. All previous negotiations, understandings, or written or oral agreements have been merged in this Lease. The terms and conditions of this Lease shall prevail notwithstanding any variance therein from the terms and conditions of any other documents relating to this transaction, whether prepared and submitted by Lessor or by Lessee.

12.03. **Severability.** In case any one or more provisions of this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall nevertheless be valid, binding and subsistent as if the invalid, illegal, or unenforceable provisions had never been contained herein.

12.04 **Headings.** The headings and subheadings of the various sections of this Lease are inserted merely for convenience and reference only and do not express or imply any limitation, definition, or extensions of the specific terms of the section so designated.

12.05 **Interpretation.** Whenever the context shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. This Lease

and any related instruments shall not be construed more strictly against one party than against the other, it being recognized that this Lease and any related instruments are the product of negotiations between the parties and that both parties have contributed substantially and materially to the final preparation of this Lease and all related instruments.

12.06 **Sublease.** Lessee acknowledges that this is a sublease and that Lessor is lessee under that certain Municipal Lease-Purchase Agreement ("Agreement") attached hereto as Exhibit "A". Lessee hereunder agrees that it shall be responsible for all obligations of lessee under the Agreement with the exception of the payment of principal and interest thereunder, which shall remain the obligation of Lessor hereunder.

IN WITNESS WHEREOF, each of the contracting parties have executed this Lease on the dates set forth below, effective as of the date written first above.

LESSOR:

TOWN OF SOUTHWEST RANCHES,
a Florida municipal corporation

ATTEST:

Russell Muñiz
Russell Muñiz,
Assistant Town Administrator/Town Clerk

By: Doug McKay
Doug McKay, Mayor

By: Andrew D. Berns
Andrew D. Berns, Town Administrator

APPROVED AS TO FORM
AND CORRECTNESS:

Dated this 16th day of January, 2018

Keith M. Poliakoff
Keith M. Poliakoff, Town Attorney

LESSEE:

SOUTHWEST RANCHES VOLUNTEER FIRE-
RESCUE, INC., a Florida corporation not-for-
profit

Witnesses as to Lessee:

Nette Solera
Witness
Nette Solera
Printed name of witness

By: Lee Bennett
Name: LEE BENNETT
Title: FIRE CHIEF & PRESIDENT

Danielle Caban
Witness
Danielle Caban
Printed name of witness

Dated this 16th day of January, 2018

SCHEDULE A

LESSOR: TOWN OF SOUTHWEST RANCHES, a Florida municipal corporation

LESSEE: SOUTHWEST RANCHES VOLUNTEER FIRE-RESCUE, INC.,
a Florida corporation not-for-profit

LEASE TERM: Ten (10) years

COMMENCEMENT OR DELIVERY DATE: January 16, 2018

EXPIRATION DATE: January 16, 2028

LEASE PAYMENTS:

Ten (\$10.00) and no/100 Dollars, paid annually in advance.

VEHICLE DESCRIPTION:

Make/Model: Ford Interceptor Utility

Year: 2017

VIN: 1FM5K8AR7HGE15763

Odometer Reading at Delivery: 16 miles

Lien Holder (if any): None.

Location for Vehicle return upon expiration of Lease:

Town of Southwest Ranches Town Hall – 13400 Griffin Road, Southwest Ranches, FL 33330

SCHEDULE B
INSURANCE

Minimum Limits of Liability and Maximum Deductibles for each category of insurance required under the Lease:

Comprehensive General Liability Insurance: Lessee shall provide comprehensive general liability insurance with minimum limit of coverage of Two Million (\$2,000,000) Dollars per occurrence, with a deductible of no more than Twenty-Five Thousand Dollars. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:

- (a) Premises and/or Operations;
- (b) Independent Contractors;
- (c) Broad Form Property;
- (d) Contractual; and
- (e) Personal injury.

Automobile Liability Insurance:

Combined Single Limit:	\$2,000,000
Bodily Injury and Property Damage Liability	Each Occurrence
Uninsured Motorist	\$2,000,000
	Each Person
	\$2,000,000
	Each Accident

These insurance limits shall have a deductible of no more than \$5,000.

Excess Policy:

The above noted insurance policies may be reduced provided that an excess policy covers the difference.

Lessee shall provide to Lessor a certificate of Insurance and a copy of required insurance policies as required by this Lease prior to taking receipt of the Vehicle. All certificates and endorsements required herein shall state that Lessor shall be given notice prior to expiration or cancellation of said policy in accordance with the policy provision which adhere to Florida insurance regulations as follows:

1. Policy may be canceled by mailing or delivering to the Named Insured written notice of cancellation, stating the reason(s) for cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.

Notice of Cancellation and/or Restriction--The Policy(ies) must be endorsed to provide Lessor with notice of cancellation and/or restriction, as previously mentioned.

Lessee shall furnish to the Town Administrator Certificates of Insurance or endorsements evidencing the insurance Coverage and the insurance policies specified above prior to taking receipt of the Vehicle. The required Certificates of Insurance shall name the types of policies provided. Approval of the insurance for the coverage amounts set forth herein shall not relieve or decrease the liability of Lessee in any way. Certificates of Insurance shall contain transcripts of the policies authenticated by the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location of the office where communications and notices to and from the insurer shall be issued.

UPON EXECUTION OF THIS AGREEMENT, LESSEE SHALL SUBMIT TO LESSOR COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF LESSEE UNDER THE AGREEMENT.

Cessation of Insurance – All insurance coverage required under this section shall remain in full force and effect for, at least, five (5) years after the termination, cancellation or expiration of this Agreement.

The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance documentation.

These insurance requirements shall not relieve or limit the liability of Lessee. Lessor does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Lessee's interests or liabilities but are merely minimum requirements established by the Town Administrator.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Lessor with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

Lessee shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against Lessor for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Lessor is named as an additional named insured shall not apply to Lessor. Lessee shall use its best efforts to provide written notice of occurrence within thirty (30) working days of Lessee's actual notice of such event.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VFIS of Florida 1500 NW 11th Street Boca Raton, FL 33486 Volunteer Fireman's Ins Svcs	CONTACT NAME: Joanne Dedrick	
	PHONE (A/C, No., Ext): 800-233-1957	FAX (A/C, No.): 800-729-8347
	E-MAIL ADDRESS: jderrick@vfis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Alternative	19720
INSURED Southwest Ranches Volunteer Fire-Rescue, Inc. 13400 Griffin Road Southwest Ranches, FL 33330	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Prof Health Care Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	VFIS-TR-2053923	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	VFIS-CM-1052395	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	VFIS-TR-2053923	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Automobile Physical Damage	X	VFIS-CM-1052395	10/01/2017	10/01/2018	Comp 1000 Ded. Collision 1000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automobile Liability includes \$1,000,000 Uninsured Motorists coverage. Excess Liability includes an additional \$1,000,000 Uninsured Motorists coverage. Excess Liability is follow form to General Liability & Automobile Liability. Town of Southwest Ranches is an additional insured per policy conditions, exclusions & limitations.

CERTIFICATE HOLDER

CANCELLATION

Town of Southwest Ranches Attn: FINANCE 13400 Griffin Road Southwest Ranches, FL 33330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Joanne S. Dedrick</i>

FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

COMPANY CODE AND NAME **19720**

American Alternative Insurance Corporation

Name and Address of Insured

SOUTHWEST RANCHES
VOLUNTEE FIRE-RESCUE, INC.
13400 GRIFFIN ROAD
SOUTHWEST RANCHES, FL 33330

Policy Number VFIS-CM-1052395-11
--

Effective Date 01/11/2018

**NOT VALID MORE THAN 1 YEAR
FROM EFFECTIVE DATE**

Description of Vehicle:

Year	Make/Model	Vehicle Identification Number
2017	FORD/INTERCEP	1FM5K8AR7HGE15763