



Vehicle Lease

THIS VEHICLE LEASE AGREEMENT is made between LifeFleet Southeast, Inc., an American Medical Response company (“AMR”) and The Board of Sumter County Commissioners (“Lessee”). This Agreement is effective **October 1, 2022** (“Effective Date”).

WHEREAS, LESSEE provides ambulance services and is in need of leasing ambulances from time-to-time;

WHEREAS, AMR is a provider of medical transportation and maintains vehicles and provides vehicle maintenance; and

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Vehicles Leased to LESSEE.** AMR hereby leases the ambulances to LESSEE (“Leased Resources”) identified in Exhibit A. LESSEE will utilize the Leased Resources in the State of Florida and will responsible for any fees, registrations, or taxes associated with its use of the Leased Resources.

AMR warrants and represents that (i) the Leased Resources are in good working order and suitable for LESSEE’s needs; (ii) Leased Resources meet or exceed the requirements set forth in all applicable laws, rules, codes, and regulations for vehicles used for ambulance services, provided that, LESSEE is solely responsible for ensuring that all equipment and personnel required by law are present. LESSEE at its cost and expense will provide equipment, medical supplies and fuel for the Leased Resources.

LESSEE will obtain and maintain throughout the term of this Agreement, comprehensive automotive insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry. LESSEE will provide AMR with certificates of insurance documenting such coverage. Notwithstanding any limits on LESSEE’s insurance, LESSEE shall be responsible for the fair market value of the Leased Resources in the event of total destruction of the Leased Resources and LESSEE shall be responsible for all damage to the Leased Resources. LESSEE shall notify AMR within twenty-four (24) hours of any

accident, destruction or damage to the Leased Resources.

2. **Compensation.** LESSEE shall compensate AMR at the rental rate of \$250 per day per vehicle (“Leased Resource Rent”). LESSEE shall be responsible for all maintenance of Leased Resources equal to or greater than AMR’s maintenance program. LESSEE shall utilize the same maintenance and repair provider as utilized by LESSEE for LESSEE’S ambulances. Notwithstanding anything to the contrary, LESSEE shall be responsible for all repairs or maintenance caused by LESSEE’s negligence or willful misconduct.

3. **Term.** The initial term of this Agreement shall be one year, commencing on the Effective Date and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the “Term”.

4. **Termination.** Either party may terminate this Agreement at any time without cause and at its sole discretion upon seven (7) days’ written notice to the other party.

5. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt.

If to AMR:

Regional Director

With Mandatory Copy to:

Law Department

Vehicle Lease

c/o American Medical Response, Inc.
6363 S. Fiddler's Green Circle, Suite 1500
Greenwood Village, CO 80111

If to LESSEE:

Bradley Arnold, County Administrator
Sumter County Board of County
Commissioners
7375 Powell Road
Wildwood, FL 34785

6. Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

7. Miscellaneous. This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the

laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

8. Ineligible Entity. AMR represents and warrants to LESSEE that it, its officers, directors, and/or employees involved in the performance of, or negotiation of the Agreement are not currently excluded, debarred, or otherwise ineligible to participate in the Federal or State Health Care Programs as defined in 42 U.S.C. § 1320a - 7b(f) ("the Federal health care programs") or the Federal Procurement or Non-Procurement Programs. AMR shall immediately notify LESSEE of any change in the status of the representations and warranties as set forth in this section. Any breach of this section shall give LESSEE the right to terminate the Agreement immediately for cause and without penalty of any kind, and AMR shall indemnify, defend, and hold harmless LESSEE against any fines, penalties, damages, costs or expenses LESSEE incurs arising out of or related to a breach of this Section.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

LESSEE

By: _____
Name: Craig A. Estep
Title: Chairman

AMR

By: _____
Name:
Title:

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EXHIBIT "A" LEASED RESOURCES

Description	VIN Number	Year	Make and Model
Type III	1FDWE3FS3JDC14847	2018	Ford E350 with stretcher (excluding all other stock, supplies and equipment)
Type III	1FDWE3FS9JDC28302	2018	Ford E350 with stretcher (excluding all other stock, supplies and equipment)
Type III	1FDWE3FS3JDC31681	2018	Ford E350 with stretcher (excluding all other stock, supplies and equipment)