

Meeting Date: July 13, 2010

Agenda Item 2

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE A resolution approving & authorizing the proper City officials to execute a loaned vehicle risk allocation agreement between the City of Pompano Beach and Medtec Ambulance Corporation.

OR MOTION: _____

Summary of Purpose and Why:

A resolution of the City Commission of the City of Pompano Beach, approving and authorizing the proper City officials to execute a loaned vehicle risk allocation agreement between the City of Pompano Beach and Medtec Ambulance Corporation providing a loaner rescue ambulance to be used by the City.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Harry L. Small, Fire Chief 954 786-4510
- (3) Expiration of contract, if applicable: Not applicable
- (4) Fiscal impact and source of funding: None

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER |
|---------------------------|-------------------|-----------------------------|---|
| Fire Administration | <u>07/07/2010</u> | <u>Approve</u> | <u>[Signature]</u> |
| Budget | <u>7/8/10</u> | <u>Approve</u> | <u>[Signature]</u> |
| Finance | <u>7/7/10</u> | <u>Approve</u> | <u>[Signature]</u> |
| City Attorney | <u>07/07/2010</u> | <u>Approve</u> | <u>Per Attached Resolution</u> |

- Advisory Board
- Planning and Growth Management Director
- Public Works Administrator
- City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|-------------------|-------------------|----------------|----------------|
| 1st Reading _____ | 1st Reading _____ | Results: _____ | Results: _____ |
| 2nd Reading _____ | _____ | _____ | _____ |



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 10-A203**

To: Harry Small, Fire Chief
From: Michael Hohl, Division Chief *MCH*
Date: 07/07/10
Re: Medtec Ambulance Loaner Agreement

Attached is the Medtec Ambulance Corporation Loaned Vehicle Risk Allocation Agreement. This agreement is necessary in order for the City of Pompano Beach to borrow a Medtec Medium Duty Ambulance at no cost to the City. This loaner unit is being provided to the City by Medtec Ambulance Corporation while they fix problems with our first Medtec Rescue Ambulance (unit #31401) at their factory in Goshen, Indiana. This loaner unit is necessary in order ensure adequate rescue ambulance availability in Pompano Beach during the time it will take for the modifications to be completed on unit #31401. Also attached, is the Resolution that was prepared by the City Attorney in order to bring this Agreement to the City Commission for approval. If you have any questions, please contact me. Thank you.

Attachments:

City Attorney's Communication #2010-1449

Resolution

Medtec Ambulance Corporation Loaned Vehicle Risk Allocation Agreement

RESOLUTION NO. 2010-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LOANED VEHICLE RISK ALLOCATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MEDTEC AMBULANCE CORPORATION; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Medtec Ambulance Corporation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Medtec Ambulance Corporation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2010.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

**LOANED VEHICLE
RISK ALLOCATION AGREEMENT**

I. The Parties

The Parties to this Agreement are:

- 1.1 Medtec Ambulance Corporation, 2429 Lincolnway East, Goshen, IN 46526
- 1.2 Pompano Beach Fire Rescue, 120 SW 3rd Street, Pompano Beach, FL 33060 ("Customer")

II. The Recitals

- 2.1 The Date of this Agreement is 07/06/2010.
- 2.2 MEDTEC AMBULANCE CORP. is the owner of 2006 International 4300 AD-170 ambulance unit (Medtec unit # 7056), 1HTMNAAM06H344810 ("Vehicle"). MEDTEC AMBULANCE CORP. has loaned this vehicle to Customer on 07/09/2010, for Customer's use in daily ambulance operations, free of charge or rent. MEDTEC AMBULANCE CORP. will provide all scheduled maintenance and repair, excluding routine daily checks and adjustments and maintaining oil levels, which are the sole responsibility of Customer. Prior to accepting the Vehicle, Customer shall inspect and accept the Vehicle in the physical condition described below. Customer will return the Vehicle to Owner in the same condition, reasonable wear and tear, arising from normal use and operation of the Vehicle, excepted. The place of return shall be Ten-8 Pompano Beach Office, 1701 NW 33rd Street, Pompano Beach, FL 33064 where the parties shall record the returned condition of the Vehicle below. It will be Customer's responsibility to pick up and return the Vehicle to the agreed location listed above.

| | | | |
|-------------------|-------------------------------|-----------------|--|
| Year 2006 | Make International 4300 | Model AD-170 | Vehicle Identification Number 1HTMNAAM06H344810 |
| Vehicle Condition | | Out | In |
| Body | | | |
| Undercarriage | | | |
| Interior | | | |
| Glass | | | |
| Tires | | | |
| Odometer | | | |
| Fuel Level | | | |
| Checked By | | | |

- 2.3 The Parties desire to allocate the risks of operation of the Vehicle by Customer while the Vehicle is in the possession of the Customer, but owned by MEDTEC AMBULANCE CORP.

III. The Agreement

Therefore, the Parties Agree as follows:

- 3.1 The Recitals. The Recitals are a part of this Agreement.
- 3.2 Allocation of Liability. Customer agrees to assume liability for all loss, damages, claims, liabilities, judgments, costs, and expenses arising from Customer's use or possession of the Vehicle, while the Vehicle is owned by MEDTEC AMBULANCE CORP. Except as caused by or arising out of the sole negligence or intentional wrongful conduct of Owner, Customer shall hold harmless, defend and indemnify Owner against any damage, loss, theft or destruction of the Vehicle, and against any and all losses, damages, injuries, claims, demands, costs and expenses (including legal expenses) of every kind and nature arising out of or connected with the use, condition (including, without limitation, any defect whether or not discoverable and any negligence or strict liability of Owner) or operation of the Vehicle during the Term except for warranty claims. Customer also shall advise Owner promptly of any claim or demand involving the Vehicle or Owner.
- 3.3 Prompt Notice. MEDTEC AMBULANCE CORP. shall notify Customer promptly in writing of any matter for which MEDTEC AMBULANCE CORP. claims Customer is liable. Customer shall notify MEDTEC AMBULANCE CORP. promptly in writing of any failure of the Vehicle to operate according to specifications and of any incident that results in damage to the Vehicle or for which Customer claims MEDTEC AMBULANCE CORP. is liable.
- 3.4 Term. This is a short-term loan agreement. It begins on 07/09/2010 and ends at midnight on 09/09/2010 (the "Return Date") If for any reason the Vehicle shall fail to be returned on the Return Date, except as otherwise authorized in writing by MEDTEC AMBULANCE CORP, Customer shall pay, and be liable for, a late return charge of \$500.00 per day until the Vehicle is returned in accordance with this Agreement.
- 3.5 Use Purpose. The Vehicle is released to Customer for normal operational use for daily ambulance operations.
- 3.6 Operation and Maintenance Expenses. Customer shall provide or pay for all operating expenses, including fuel, oil, permits and licensing as applicable as necessary during the Term of this Agreement. Customer will perform daily checks.
- 3.7 Repairs. In the event of mechanical breakdown, Customer shall make no repairs or modifications to the Vehicle without prior written authorization of MEDTEC AMBULANCE CORP. Customer shall pay and be liable for all repairs arising out of any negligence of Customer, its employees or agents. All such repairs shall be done in a workmanlike manner, using first class repairs and materials.
- 3.8 Insurance. During the Term, Customer at its expense shall maintain the following minimum limits of insurance: (a) Comprehensive and Collision coverage on the Vehicle with limits equal to or greater than the replacement value of the vehicle (b) Auto Liability of \$1,000,000 Combined

Single Limit (c) Umbrella liability limits of \$3,000,000 and (d) Statutory Workers' Compensation coverage.

All such insurance shall include MEDTEC AMBULANCE CORP. as a loss payee and additional insured as their interest may appear. Such coverage shall be written with an Insurance Company rated no less than A, VIII by A.M. Best. Each policy shall provide at least a 30-day written notice of cancellation, material modification, or non-renewal.

Prior to release of vehicle, Customer shall provide MEDTEC AMBULANCE CORP. with a Certificate of Insurance providing evidence of these coverage's and requirements.

- 3.9 Accidents, Damages. Customer shall promptly notify MEDTEC AMBULANCE CORP. of any accident involving, or damage to, the Vehicle and shall provide MEDTEC AMBULANCE CORP. with copies of all reports, charges or citations prepared or filed by Customer, its insurer or any governmental authority. Customer shall make no repairs or modifications to the Vehicle without prior authorization of MEDTEC AMBULANCE CORP. Customer shall pay and be liable for all repairs to the Vehicle, regardless of cause, arising out of Customer's use or possession of the Vehicle by Customer, its employees, agents, customers or invitees. All such repairs shall be done in a workmanlike manner, using first class repairs and materials.
- 3.10 Other Responsibilities. Customer accepts complete responsibility for operation of the Vehicle, including:
- a. The Vehicle shall not be operated except by employees or agents of Customer or by employees who first shall have been adequately trained in such operation by Customer and who hold a valid Driver's License and who otherwise are in, where applicable, compliance with the Federal Motor Carrier Safety Regulations.
 - b. If applicable by state law in the state of operation: The vehicle shall not be operated on a public road unless identified with Customer, US DOT number.
 - c. The Vehicle shall not be operated with loads in excess of GVW or GCW limits defined for the Vehicle.
 - d. The Vehicle shall not be operated without any appropriate licenses and permits.
 - e. The Vehicle shall not be operated in violation of applicable federal, state, or municipal law.
 - f. The Vehicle shall be operated only with attachments (such as plow or broom), that MEDTEC AMBULANCE CORP. specifically authorized in writing.
- 3.11 Loaned Vehicle Only. Customer has neither legal nor equitable ownership of the Vehicle, but has only the right to use the same as provided by this Agreement. Ownership and title to the Vehicle shall belong at all times to MEDTEC AMBULANCE CORP., notwithstanding any documentation given to Customer to permit its use by MEDTEC AMBULANCE CORP. Customer shall not in any manner permit or cause the Vehicle to be mortgaged or to be made subject to any lien or security interest.

- 3.12 No Consequential Damages. In no event shall MEDTEC AMBULANCE CORP. be liable for any loss or profits, other incidental or consequential damages, or inconvenience due to any theft, damage, loss, defect or failure of the Vehicle, or for time consumed in recovering, repairing, servicing or replacing the same, and there shall be no abatement or apportionment of the Term during such time.
- 3.13 No Assignment or Sublease. This Agreement may not be assigned.
- 3.14 Inspection. MEDTEC AMBULANCE CORP. at any time may inquire as to the location of the Vehicle and may inspect the Vehicle during normal business hours of Customer upon 24 hours' notice. Customer shall give MEDTEC AMBULANCE CORP. immediate notice of any levy attempted upon the Vehicle by any third party.
- 3.15 Termination. At the option of MEDTEC AMBULANCE CORP. this Agreement shall terminate immediately upon occurrence of any of the following:
- a. Violations by Customer of any term or obligation to be performed by it under this Agreement.
 - b. Operation of the Vehicle by any person not an agent or employee of Customer or otherwise authorized by Customer and not adequately trained in such operation.
- Upon termination Customer shall cease to operate the Vehicle.
- 3.16 Controlling Law. The parties intend this Agreement to be executed in and interpreted, construed and enforced in accordance with the laws of the State of Indiana.

Executed by the Parties on the Date of this Agreement.

Pompano Beach Fire Rescue

MEDTEC AMBULANCE CORP.

By: _____

By: Anthony B Ellis

Print Name: _____

Print Name: Anthony B Ellis

Title: _____

Title: VP & General Manager