

## **AGREEMENT FOR TRANSFER OF VEHICLE**

This Agreement is executed on this \_\_\_\_\_ day of May, 2025, by and between Dr. Gregory Tony, as Sheriff of Broward County (hereinafter referred to as "SHERIFF") and the City of Cooper City, FL (hereinafter referred to as "CITY").

**WHEREAS**, SHERIFF is desirous of contributing a 1995 Freightliner truck (hereinafter referred to as "VEHICLE") to assist CITY with its community outreach program.

**WHEREAS**, CITY has the need for continued use of the vehicle..

**THEREFORE, IN CONSIDERATION** of the mutual terms and conditions contained herein, the parties agree as follows:

The above recitals are true and correct and incorporated herein.

1. SHERIFF agrees to transfer to CITY the following used vehicle:  
1995 Freightliner, Unit #8801  
VIN:1FV3GFAC2SL662754
2. CITY understands and acknowledges that the Vehicle is being donated for the exclusive use of the CITY. SHERIFF shall have no further obligation for the maintenance, repair or upkeep of the Vehicle.
3. SHERIFF disclaims any and all warranties on the Vehicle as follows:

**THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SHERIFF DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS OF THE VEHICLES FOR A PARTICULAR PURPOSE, AND CITY AGREES THAT THE VEHICLE IS "AS IS" AND "WITH ALL FAULTS."**

4. CITY shall indemnify, hold harmless and, at the option of SHERIFF, defend or pay for an attorney selected by SHERIFF to defend SHERIFF, its officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys fees, resulting, either directly or indirectly, from CITY's use of the Vehicle.
5. CITY waives and releases any and all rights and claims for losses and damages including, but not limited to, personal injuries and property damage, that exist, now or in the future, against the SHERIFF, his directors, officers, deputies, employees,

agents, representatives, volunteers and servants resulting, either directly or indirectly, from use of the Vehicle.

6. The parties agree that it is their intention and covenant that this agreement and the terms contained herein and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Florida, and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, by reason of, or in any way related to this agreement the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
7. The parties agree that in the event any portion of this agreement is held invalid, the balance shall continue in full force and effect.
8. In executing this agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.
9. In the event of litigation in connection with or concerning the subject matter of this agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorneys' fees.

AGREEMENT BY AND BETWEEN DR. GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND CITY OF COOPER CITY, FL

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the respective date(s) under each signature.

**DR. GREGORY TONY, AS SHERIFF OF BROWARD COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Timothy Keefe, Fire Chief  
Department of Fire Rescue and Emergency Services

Approved as to form and legal  
sufficiency subject to execution  
by the parties:

\_\_\_\_\_  
Terrence O. Lynch, General Counsel

**CITY OF COOPER CITY, FL**

\_\_\_\_\_  
Alex Rey  
City Manager

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jacob Horowitz, City Attorney

H:\Lee\contract\HH\ cooper city CERT truck 4/30/25