

**RENEWAL OF AMBULANCE LEASE AGREEMENT  
BY AND BETWEEN THE CITY OF MADISON AND HEMSI**

Vehicle Type: Ambulance

Model: 2018 Ford E-450 Ambulance

VIN#: 1FDXE4FS2JDC23212

**Terms and Conditions**

This Lease Agreement is renewal of a lease entered into in April 2022 between the parties, and is effective as of the 24th day of April 2023, by and between the City of Madison, Alabama, a municipal corporation (“City”), and Huntsville Emergency Medical Services, Inc. (“HEMSI”). HEMSI hereby leases to City, and City hereby leases and rents from HEMSI, the ambulance described above (hereinafter referred to as “Ambulance”), together with all accessories, equipment, and systems incorporated therein and/or affixed thereto. This Lease is entered into upon the following terms and conditions:

1. **No Warranties by HEMSI.**

City acknowledges that HEMSI is neither the manufacturer of the Ambulance nor the agent of that manufacturer. City further acknowledges that HEMSI has not made, and does not make any warranty or representation, either express or implied, or any kind whatsoever with respect to the Ambulance, including but not limited to: (i) as to the design of the Ambulance; (ii) as to the merchantability of the Ambulance; (iii) as to the quality or capacity of the Ambulance, the materials in the Ambulance, or workmanship in the Ambulance; (iv) as to any latent defects in the Ambulance; and (v) as to the compliance of the Ambulance with any requirements of any law, rule, specification, or contract pertaining thereto. City further acknowledges that City is leasing the Ambulance from HEMSI in an “as is” condition and that no defect or unfitness of the Ambulance shall relieve City or City’s obligation to pay rent or any other obligation City may have to HEMSI under the terms of this lease.

If the Ambulance has any remaining manufacturer’s warranty and the Ambulance does not operate as represented or warranted by the manufacturer or the supplier or is unsatisfactory for any reason, City shall make a claim on account thereof solely against the supplier or manufacturer and shall, nevertheless, pay all rent payable hereunder. As between City and HEMSI, and only in those instances where the manufacturer of the Ambulance has provided any warranty or guarantee of any nature whatsoever applicable to the Ambulance, HEMSI hereby assigns to City whatever assignable interest HEMSI may have in such warranty or guarantee. The aforesaid assignment shall not in any way be deemed to limit, negate, or otherwise affect the disclaimer of warranties contained in the preceding paragraph, and HEMSI shall not incur any duties arising out of any manufacturer’s warranties or guarantees. Further, HEMSI shall not incur any liability whatsoever

arising out of any breach of any manufacturer's warranties or guarantees applicable to the Ambulance.

2. **No Oral Agreement.**

The terms of this lease shall not be changed or modified except in writing executed by HEMSI and City.

3. **Current Condition Accepted.**

City agrees that (i) the Ambulance is in full compliance with the terms of this Lease; (ii) the Ambulance is in good condition (operating and otherwise) and repair; and (iii) City has inspected and accepted the Ambulance. If HEMSI shall request, City shall furnish HEMSI a written statement setting forth the matters stated in (i), (ii), and (iii) of this paragraph.

4. **Delivery and Inspection.**

Delivery was made to City at the time of delivery of the Ambulance under the initial lease agreement entered into between the parties in April 2023. City's execution of this lease is its acknowledgement that (i) City has fully inspected the Ambulance; (ii) the Ambulance is in full compliance with the terms of this Lease; (iii) the Ambulance is in good condition (operating and otherwise) and repair; and (iv) City has accepted the Ambulance. If HEMSI shall request City shall furnish HEMSI a written statement setting forth the matters stated in (i), (ii), (iii), and (iv) of this paragraph and also approving the invoice of the Ambulance or portion thereof.

5. **Termination.**

Either party shall have the option to terminate this Lease and related obligations by giving the other party thirty (30) days' written notice.

6. **Term.**

The term of this Lease commences upon the above effective date and shall expire one (1) year after the effective date. The City will return the Ambulance to HEMSI at the conclusion of that one year period. To the extent that the City chooses to seek an additional Lease for another ambulance at the conclusion of the term of this Lease, HEMSI agrees to enter into negotiations for such Lease upon the City's request.

7. **Rent.**

During the term of this Lease, City agrees to pay rent in the amount of one dollar (\$1.00) for the term of the lease which rental payment shall be due on May 1, 2023. Rent shall be due whether or not City has received any notice that such payments are due.

8. **Ownership; Personal Property.**

The Ambulance is, and shall at all times remain, the property of HEMSI, and City shall have no right, title, or interest in or to the Ambulance except as expressly set forth in this Lease.

9. **Duties of City.**

During the term of this lease, City shall have sole responsibility for providing and re-supplying the necessary medical supplies as needed for transports undertaken by the City. City agrees to mark the Ambulance such that it reflects that it is operated and maintained solely by City, without any indicia of ownership or control of the Ambulance by HEMSI. The City has re-painted the Ambulance to reflect its use by the City. City shall be responsible for the cost of re-painting it to HEMSI's specifications upon expiration or termination of this Lease. Other than equipment provided with the Ambulance as referenced in paragraph 10 below, the City shall have sole responsibility for outfitting the Ambulance as needed for transports undertaken by the City during the term of the Lease, including provision of all portable EMS equipment. City agrees to provide a crew to operate the Ambulance and to provide fuel for its operation.

10. **Duties of HEMSI**

HEMSI will leave installed equipment in the Ambulance, including but not limited to a stretcher, Mobile Data Terminal and associated equipment such as a mobile router with GPS and traffic pre-emption system, and radios. All such equipment shall remain the property of HEMSI and the City shall have no right, title, or interest in same, which is due to be returned to HEMSI at the expiration or termination of the lease in the same condition provided at the commencement of the lease, normal wear and tear excepted. HEMSI has a maintenance contract in place for the Stryker Power Pro Stretcher and Stryker Power Load system. HEMSI will continue to maintain these items on the Ambulance to the extent that any required maintenance is covered by HEMSI's maintenance contract.

11. **Repairs; Use; Alterations.**

HEMSI agrees to keep the Ambulance in good working condition and shall repair and furnish all labor, parts, mechanisms, and devices required therefor. In the event that the Ambulance shall become unavailable for use by City during this Lease as a result of a need for repairs, HEMSI agrees to provide a substitute ambulance on a temporary basis to the extent that it has another ambulance available. City shall not make any alterations, additions, or improvements to the Ambulance without HEMSI's prior written consent. All additions, repairs, replacement parts, accessories, or improvements made to the Ambulance shall not be removed without HEMSI's prior written consent. City shall use the Ambulance in a careful and lawful manner.

12. **Surrender.**

At the expiration or other termination of this lease or upon written notice and demand, City, at City's expense, shall immediately return the Ambulance in as good condition as received less normal wear, tear, and depreciation. Absent a written notice and demand, and notwithstanding the expiration of the lease, if City maintains possession of the Ambulance after such expiration, this lease will be considered to continue on a month-to-month basis as set out in Paragraph 6.

13. **Insurance.**

City shall, at City's own expense, insure the Ambulance at all times against all hazards. Any such insurance policies shall be payable to HEMSI as HEMSI's interest may appear. Such insurance policies or certificates thereof shall be delivered by City to HEMSI, upon request.

14. **Loss or Damage.**

While the Ambulance is in City's possession, City shall bear the entire risk of loss, theft, destruction, or damage of the Ambulance or any portion thereof from any cause whatsoever. If the Ambulance is totally destroyed, the liability of City to pay rent therefor may be discharged by paying HEMSI all the rent due and to become due thereon, and the proceeds of the replacement value of the Ambulance to be paid by City's insurance carrier for the total loss of the Ambulance. HEMSI acknowledges that City's insurance carrier will pay for a loss in any one accident at the lesser of (1) the actual cash value of the damaged or stolen property as of the time of the loss; or (2) the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. HEMSI shall not be obligated to undertake, by litigation or otherwise, the collection of any claim against any person for loss or damage of the Ambulance.

15. **Liens; Taxes.**

City shall keep the Ambulance free and clear of all liens, and encumbrances. City shall, in the manner directed by HEMSI: (i) make and file all declarations and returns in connection with all charges and taxes (local, state, and federal), which may now or hereafter be imposed upon or measured by the ownership, leasing, rental, sale, purchase, possession, or use of the Ambulance; and (ii) pay all such charges and taxes, except, however, that HEMSI shall acquire and pay for the required license tag for the vehicle.

16. **HEMSI's Performance of City's Obligations.**

If City fails to duly and properly perform any of its obligations under this Lease with respect to the Ambulance, HEMSI may (at HEMSI's option) perform any act or make any payment which HEMSI deems necessary for the preservation of the Ambulance and HEMSI's title thereto, including payment for satisfaction of liens, taxes, and insurance, and all sums so paid or incurred by HEMSI, together with any reasonable legal fees incurred by HEMSI in connection therewith, shall be additional rent under this Lease and payable by City to HEMSI within thirty (30) days of HEMSI's demand. The performance of any act or payment by HEMSI as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of City

17. **Indemnity.**

City assumes the risk of liability arising from or pertaining to the possession, operation, or use of the Ambulance. To the extent allowed by law, City does hereby agree to indemnify, hold harmless, and defend HEMSI from, any and all claims, costs, expenses, damages, and liabilities arising from the City's use, possession, or operation of the Ambulance.

18. **Assignment; Offset.**

Without HEMSI's prior written consent, City shall not (i) assign, transfer, pledge or otherwise dispose of this Lease, the Ambulance, or any interest therein; or (ii) sublet or lend the Ambulance or permit it to be used by anyone other than City or City's employees.

19. **Default.**

A. If City fails to pay when due any rent payment or other amount required herein to be paid by City, or if City makes an assignment for the benefit of creditors, whether voluntary or involuntary, or if City shall make a bulk transfer of any of City's assets, or if City discontinues City's normal business operations including running calls with the Ambulance for a period of twenty-five (25) days or more, or if a petition is filed by or against City under the bankruptcy laws of the United States, HEMSI shall have the right to exercise any one or more of the following remedies in order to protect the interests of HEMSI:

1. HEMSI may recover from City all rent payments and other amounts then due and as they shall thereafter become due hereunder;
2. HEMSI may take possession of the Ambulance, wherever located, without demand or notice, without any court order or other process of law, and without liability to City for any damages occasioned by such taking or possession.
3. HEMSI may pursue any other remedy at law or in equity.

B. No right or remedy herein conferred upon or reserved to either party is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time, but neither party shall be entitled to recover a greater amount in damages than that party could have gained by receipt of the other party's full, timely, and complete performance of its obligations pursuant to the terms of this Lease.

21. **Miscellaneous.**

A. This Agreement or any agreement or document executed and delivered in connection with this Agreement shall be deemed to have been served properly if hand delivered or sent by overnight express, charges prepaid and properly addressed to the respective party to whom such notice relates at the following addresses:

**If to HEMSI:**  
Attention: Jon Howell  
Huntsville Emergency Medical Services, Inc.  
2700 6th Avenue, Southwest  
Huntsville, Alabama 35805

**With a Copy to:**  
William W. Sanderson, Jr., Esq.  
Lanier Ford Shaver & Payne P.C.  
Post Office Box 2087  
Huntsville, Alabama 35804

**If to City:**  
Attention: Paul Finley  
Mayor, City of Madison  
Madison Municipal Complex  
100 Hughes Road  
Madison, Alabama 35758

**With a Copy to:**  
Brian Kilgore, Esq.  
City Attorney, City of Madison  
Madison Municipal Complex  
100 Hughes Road  
Madison, Alabama 35758

or such other address as shall be furnished in writing by any party to the other party. All such notices shall be considered received when hand delivered or one day after delivered to the overnight courier.

B. Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

C. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama.

D. This instrument contains the entire agreement of the parties and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions contemplated hereby. This Agreement may not be changed or terminated orally but may only be changed by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, discharge or termination is sought.

E. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument.

F. The parties agree to provide and maintain, at a minimum \$1,000,000 per occurrence and \$3,000,000 in the aggregate in liability insurance and will provide a Certificate of Insurance upon request.

G. The parties agree to maintain strict patient, physician and hospital confidentiality. Any breach of confidentiality may result in the immediate cancellation of the contract.

H. The parties each warrant that it has not been excluded from any federal health care program (as defined in 42 U.S.C. §1320a-7b(7)) and that, to the parties' knowledge, it is not currently under investigation of the subject of any proceeding which could lead to its exclusion from any Federal health care program. Each party agrees to notify the other party in writing of any investigation, proceeding or other action by a regulatory authority, which results in or could lead to the exclusion of the party from any Federal health care program, such written notice to be sent to the other party no later than fifteen (15) days after the party receives notice of such. By invoicing HEMSI or by receiving and collecting payments from City, Vendor warrants that it is not then excluded from any Federal health care program and agrees, to the extent provided by Alabama law, to indemnify and hold HEMSI harmless from loss, liability, cost or expense arising from the breach of such warranty.

I. Each party is responsible for protecting the security and privacy of all protected health information that is obtained, handled, learned, heard or viewed in the course of its association with each other under this Lease.

## 22. **Immigration Law.**

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ any unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

## 23. **Representation.**

Acknowledgment and Waiver Regarding Representation. Each party to this Agreement, after disclosure and consultation, consents to representation of HEMSI in connection with this Lease by LANIER FORD SHAVER & PAYNE P.C. ("LFSP") notwithstanding representation of City by LFSP in unrelated matters. The parties acknowledge that due to their general alignment of interests with respect to this Agreement, the representation of HEMSI by LFSP, both generally and in connection with this Lease while LFSP represents City in unrelated matters, is acceptable

to all parties and any perceived conflict of interest is waived. It is understood by each party that in the event of any future conflict or dispute regarding any interpretation of this Agreement, attorneys at LFSP cannot under applicable rules of professional responsibility, represent any party hereto with respect to such conflict or dispute. The parties hereto, however, give their consent to continued representation of each party by LFSP in unrelated matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the \_\_\_\_ day of April , 2023.

HUNTSVILLE EMERGENCY MEDICAL  
SERVICES, INC.  
LESSOR

CITY OF MADISON, ALABAMA,  
LESSEE

By: \_\_\_\_\_  
Jon Howell, Chief Executive Officer

By: \_\_\_\_\_  
Paul Finley, Mayor

ATTEST: \_\_\_\_\_  
Lisa Thomas, City Clerk