

INTRODUCED: August 17, 2022

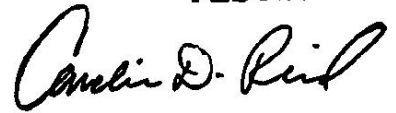
AN ORDINANCE No. 2022-244

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Vehicle Lease Agreement between the City of Richmond, as lessor, and the Richmond Ambulance Authority, as lessee, for the purpose of leasing to the Richmond Ambulance Authority certain ambulances owned by the City.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

**A TRUE COPY:
TESTE:**



City Clerk

PUBLIC HEARING: SEP 12 2022 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Vehicle Lease Agreement between the City of Richmond, as lessor, and the Richmond Ambulance Authority, as lessee, for the purpose of leasing to the Richmond Ambulance Authority certain ambulances owned by the City. The Vehicle Lease Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 12 2022 REJECTED: _____ STRICKEN: _____




City of Richmond


Intracity Correspondence


O&R REQUEST

DATE: August 11, 2022 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor 

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer 

THROUGH: Sabrina Joy-Hogg, Deputy Chief Administrative Officer Finance and Administrative Portfolio 

THROUGH: Jason May, Director of Budget & Strategic Planning 

FROM: Sheila D. White, Director of Finance 

RE: Richmond Ambulance Authority Vehicle Lease Agreement

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to execute the attached Vehicle Lease Agreement by which the City, as Lessor, would lease to Richmond Ambulance Authority, as Lessee, certain ambulances owned by the City.

REASON: An ordinance is necessary to authorize the contemplated Vehicle Lease Agreement.

RECOMMENDATION: Approval is recommended by City Administration.

BACKGROUND: Section 2.03(g) of the Charter of the City of Richmond authorizes the City to lease personal property. Through Ordinance No. 2022-131 the City has authorized funding to purchase vehicles for use by Richmond Ambulance Authority and to cover the cost of equipment to make the vehicles fit for use. Further, Ordinance No. 2022-202 was adopted to amend the fiscal year 2023 General Fund budget and to authorize the appropriation.

FISCAL IMPACT / COST: N/A

FISCAL IMPLICATIONS: Nominal rent of \$10.00 per year.

BUDGET AMENDMENT NECESSARY: N/A

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: September 12, 2022

REQUESTED INTRODUCTION DATE: August 17, 2022

CITY COUNCIL PUBLIC HEARING DATE: September 12, 2022

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Waiver requested

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORD. OR RES.: 2022-131 and 2022-202

REQUIRED CHANGES TO WORK PROGRAM(S): N/A

ATTACHMENTS: Vehicle Lease Agreement

STAFF: Sheila D. White

VEHICLE LEASE AGREEMENT

This **VEHICLE LEASE AGREEMENT** is entered into as of this _____ day of _____, 2022, by and between **RICHMOND AMBULANCE AUTHORITY**, a political subdivision of the Commonwealth of Virginia, and the **CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia.

WHEREAS, Section 2.03(g) of the Charter of the City of Richmond authorizes the Lessor to lease personal property;

WHEREAS, Section 6 of the Richmond Ambulance Authority Act authorizes the Lessee to lease motor vehicles and equipment deemed necessary to perform its functions and upon such terms and conditions as it may deem advisable to carry out the provisions of such Act;

WHEREAS, the Lessee now desires to lease from the Lessor certain personal property owned by the Lessor, Lessor desires to lease that property to the Lessee, and the parties desire to specify the terms and conditions of the lease of the Property to Lessee herein;

WHEREAS, by Ordinance No. 2022-_____ adopted _____, 2022, the Lessor, through the City of Richmond, Virginia’s Chief Administrative Officer, is authorized to enter into this Lease; and

WHEREAS, pursuant to Section 10 of the Richmond Ambulance Authority Act, the Lessee, through the Richmond Ambulance Authority’s Chief Executive Officer, is authorized to enter into this Lease by Richmond Ambulance Authority Resolution No. _____ adopted _____, 2022;

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1.0 Definitions.

1.1 Fair Market Value. “Fair Market Value” shall mean the value of each item of Property which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase) as determined by an appraiser of Lessor’s choosing calculated on the assumption that the Property is in the condition and repair required by Section 13 herein.

1.2 Lease. “Lease” means this Vehicle Lease Agreement.

1.3 Lease Term. “Lease Term” means the term identified in Section B of the Property Schedule.

1.4 Lessee. “Lessee” means the Richmond Ambulance Authority, a political subdivision of the Commonwealth of Virginia, acting through its duly authorized representatives.

- 1.5 Lessor. “Lessor” means the City of Richmond, a municipal corporation of the Commonwealth of Virginia, acting through its duly authorized representatives.
- 1.6 Property. “Property” means the property leased pursuant to this Lease, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications, and improvements thereof or thereto made pursuant to this Lease.
- 1.7 Property Schedule. “Property Schedule” means a Property Schedule in the form attached hereto for Property Schedule No. 1, and subsequent Property Schedules pursuant to this Lease shall be numbered collectively, beginning with Property Schedule No. 2.
- 1.9 Rent. “Rent” means the rental payments payable by Lessee under Section 6.0 herein and each Property Schedule, and as set forth in Section C of each Property Schedule.
- 1.10 Supplier. “Supplier” means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property was acquired.
- 2.0 Lease of Property. On the Date of Acceptance (as described in Section 5.0 herein) of each Property Schedule executed hereunder, Lessor will be deemed to grant and demise to Lessee, and Lessee will be deemed to lease from Lessor, the Property described in such Property Schedule, in accordance with this Lease and such Property Schedule, for the Lease Term set forth in such Property Schedule. Each Property Schedule is incorporated into this Lease.
- 3.0 Term.
- 3.1 Lease Term. The term of each Property Schedule is set forth in Section B of that Property Schedule.
- 3.2 Extension Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following extension options at the expiration of the Lease Term, or any Extension Term, to: (i) renew this Lease on an annual basis at the same Rent payable at the expiration of the Lease Term; (ii) extend this Lease on a monthly basis at a prorated monthly rental rate (such prorated rate calculated based on the Rent payable at the expiration of the Lease Term divided by 12); or (iii) dispose of such Property in accordance with Lessor’s instructions. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above.
- 3.3 Disposition of Property at Termination. Upon the expiration or termination of this Lease, Lessee, at its sole expense, shall dispose of the Property as directed by Lessor. Such disposition at expiration or termination may include, in Lessor’s sole discretion, the

transfer of title of the Property from Lessor to Lessee, but only in accordance with all requirements and procedures to ensure the validity and enforceability of such a transfer.

- 4.0 Condition of the Property. Lessor leases the Property to the Lessee “as is” with all faults and without warranty or representation by Lessor as to the condition or usefulness of the Property for any purpose. Lessee covenants that it has inspected and is fully familiar with the Property and accepts the Property in “as is” condition.
- 5.0 Delivery and Acceptance of Property. Lessor covenants to make the Property available for acceptance by Lessee subject to the terms of this Lease and provided Lessee is not in default hereunder. For purposes of Property Schedule No. 1, the Lessor covenants to make the Property available for acceptance by Lessee within 60 days of execution of this Lease. When the Property described in such Property Schedule is made available by Lessor for acceptance by Lessee, Lessee shall immediately accept the Property and evidence said acceptance by delivering to Lessor a written acceptance certificate signed by an authorized representative of the Lessee and dated as of the date of signature by Lessee (“Date of Acceptance”).
- 6.0 Payment of Rent. Lessee shall promptly pay the Rent set forth in each Property Schedule, exclusively from legally available funds, to Lessor on such dates as described in the applicable Property Schedule, at Lessor's address set forth in Section 30.0 (“Notices”) herein, unless Lessor instructs Lessee otherwise. The parties acknowledge that the City of Richmond is a political subdivision of the Commonwealth of Virginia, and is exempt from many tax obligations.
- 7.0 Net Rent. Lessee acknowledges and agrees that Rent is net to Lessor, and that all costs, expenses, and obligations of every kind whatsoever directly relating to the Property, including, but not limited to, taxes, insurance, and maintenance will be the responsibility of the Lessee.
- 8.0 Enjoyment of Property. Lessee shall during the Lease Term peaceably have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. The Lessor shall not interfere with such use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule or this Lease.
- 9.0 Certain Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as follows:
- (a) Lessee has been duly authorized to execute and deliver this Lease and any Property Schedule hereto by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease and the Property Schedule.

- (b) During the Lease Term for the Property Schedule, the Property thereunder will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (c) Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property.
- (d) Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property. Lessee shall notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Lease, any Property Schedule or the Property thereunder.
- (e) Lessee covenants not to act, or fail to act, in any way that might subject, or does subject, the Property to personal property taxation or any other form of taxation, and, if Lessee does so act, or fail to act, and taxes are incurred by Lessor or Lessee, Lessee shall pay any such taxes.

10.0 Subject-to-Appropriations. All performance by the Lessor under this Lease is subject to annual appropriations by the City Council of the City of Richmond, Virginia; consequently, this Lease shall bind the Lessor only to the extent that the City Council appropriates sufficient funds for the Lessor to perform its obligations hereunder.

11.0 Title.

11.1 Title to and Location of Property. Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. Lessee, at its expense, will protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. The Property will be initially located or based at the location specified in Section D of the applicable Property Schedule.

11.2 Inspection. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property with three (3) business days' notice to Lessee.

12.0 Tax Benefits. Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Lessee shall not claim, and shall not allow any third parties to claim, any Tax

Benefits in the Property. Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties to the extent permitted by applicable law.

- 13.0 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Lease. Lessee shall have sole responsibility to maintain and repair the Property. Lessee may enter into agreements to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and Lessor may request a complete copy of any such agreement and Lessee shall provide such a copy within one (1) business day of the request. Lessee shall maintain accurate and complete written records of all maintenance, repairs, and services performed on the Property, including the service provider, the date of maintenance, repair, or service, a detailed summary of the maintenance, repair, or service performed, and the costs paid for such maintenance, repair, or service. Lessor may request some or all of those written records, and Lessee shall provide the Lessor with the written records within one (1) business day of the request.
- 14.0 Modifications to Property. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Lease. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.
- 15.0 Liens, Taxes, Other Governmental Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Lease. To the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Lease imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any governmental authority with respect to any Property or with respect to this Lease.

- 16.0 Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to, and under this Lease and in the Property may be assigned, subleased, or encumbered by Lessee for any reason, without the prior written consent of Lessor.
- 17.0 Insurance. The Lessee shall provide and maintain throughout the life of this Lease insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia.
- 17.1 Policies. The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this Section 17.0 ("Insurance"):
- (a) Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
 - (b) Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
 - (c) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.
 - (d) Umbrella or excess liability insurance for liabilities in excess of the limits of the liability insurance required by this Section 17.1 with a limit of not less than \$15,000,000 in the aggregate.
- 17.2 Requirements. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers. Subrogation against the Lessor shall be waived. The Lessor and its officers, employees, agents and volunteers shall be listed as an additional insured, except for Workers Compensation and Professional Liability. Coverage must not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the Lessor.
- 17.3 Certificates. Lessee shall furnish to Lessor at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above, subject to the approval of Lessor.
- 18.0 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term. No Loss shall relieve Lessee of the obligation to pay Rent or of any other obligation under this Lease and the applicable Property Schedule. If the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any claim satisfied through insurance, self-insurance, sale, or otherwise to be applied to the prompt

replacement, repair, restoration, modification or improvement of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Section 18.0, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any claim satisfied through insurance, self-insurance, sale, or otherwise, after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

- 19.0 Liability. To the extent not prohibited by applicable law, the Lessee shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Lessee, its subcontractors, its agents or its employees under or in connection with this Lease.
- 20.0 Release. Lessor shall not be responsible or liable for any damage or injury to any property or to any person or persons at any time related to the Property, including but not limited to, any damage or injury to Lessee, or to any of Lessee's officers, director, agents, servants, employees, contractors, subcontractors, customers, licensees, invitees, volunteers, successors or assigns, and Lessee hereby releases Lessor from the same.
- 21.0 Disclaimer of Warranties. In no event shall Lessor be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Lease, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Lease or the Property Schedules. The Lessee shall be entitled to the benefit of any applicable manufacturer's warranties and rights.
- 22.0 Supplier's Warranties. During the Lease Term, Lessor hereby assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.
- 23.0 Default.
- 23.1 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:
- (a) Failure by Lessee to pay any Rent under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein; or
 - (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing

to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

23.2 Remedies on Default.

- (a) Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (i) by notice in writing to Lessee, terminate the Property Schedule, without prejudice to any other remedies hereunder; (ii) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith make all Property available to Lessor in the condition required by Section 13.0 herein, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for herein or other damages resulting from the Property not being in the condition required by Section 13.0 herein, and otherwise in accordance with all of the provisions of this Lease, except those provisions relating to periods of notice; (iii) enter upon the premises of Lessee or other premises where any Property may be located and, with five (5) days' notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a termination of this Lease unless Lessor notifies Lessee in writing to such effect.
- (b) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Lease.

24.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity.

25.0 Governing Law. All issues and questions concerning the construction, enforcement, interpretation and validity of this Lease, or the rights and obligations of the Lessor and the Lessee in connection with this Lease, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

26.0 Forum and Venue Choice. Any and all disputes, claims and causes of action arising out of or in connection with this Lease, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Lessee accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives

all jurisdiction- and venue-related defenses to the maintenance of such action. Each party shall be responsible for its own attorney's fees in the event this Lease is subject to litigation.

- 27.0 Force Majeure. If either party is unable to perform its obligations under this Lease due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- 28.0 No Third-Party Beneficiaries. Notwithstanding any other provision of this Lease, the Lessor and the Lessee hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Lease; (ii) the provisions of this Lease are not intended to be for the benefit of any individual or entity other than the Lessor or the Lessee; (iii) no individual or entity shall obtain any right to make any claim against the Lessor or the Lessee under the provisions of this Lease; and (iv) no provision of this Lease shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this Section 28.0, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Lease.
- 29.0 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Lease and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Lease and the Property Schedules.
- 30.0 Notices. Any written notice by either party to the Lease shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery. All notices to the Lessor shall be directed to the Chief Administrative Officer, City of Richmond, 900 East Broad Street, Room 200, Richmond, Virginia 23221, with a copy to City Attorney, 900 East Broad Street, Suite 400, Richmond, Virginia 23221. All notices to the Lessee shall be directed to the Chief Executive Officer, Richmond Ambulance Authority, 2400 Hermitage Road, Richmond, Virginia 23220.
- 31.0 Waiver. No failure of Lessor or Lessee to complain or any act or omission on the part of the other no matter how long the same shall continue shall be deemed to be a waiver by Lessor or Lessee of any of its rights under this Lease. No waiver by Lessor or Lessee, at any time, express or implied, of any breach of any of the agreements or provisions

contained in this Lease shall be construed to be a waiver of any subsequent breach of the same or of any other provisions in this Lease.

- 32.0 Severability. If any term, covenant, condition, or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- 33.0 Entire Agreement. No oral statement or prior written matter shall have any force or effect. Lessee agrees that it is not relying on any representations or agreements other than those contained in this Lease and any Property Schedules issued hereunder.
- 34.0 Captions. This Lease includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Lease.
- 35.0 Property Schedules. In the event of a conflict between the provisions of the Lease and the provisions of any Property Schedule, the provisions of the Lease shall control.
- 36.0 Modification; Additional Property Schedules. This Lease may be amended in writing by Lessor and Lessee in the form of an amendment signed by the authorized representatives of the Lessor and the Lessee. For purposes of the preceding sentence, the Chief Administrative Officer of the City of Richmond, Virginia, is the authorized representative of the Lessor. The parties anticipate the need to issue no fewer than two Property Schedules pursuant to this Lease. The Chief Administrative Officer of the City of Richmond, Virginia, is authorized to issue Property Schedules on behalf of the Lessor under this Lease.

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SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Vehicle Lease Agreement effective as of the date written above.

LESSEE:

RICHMOND AMBULANCE AUTHORITY

By: _____

Name: Richard H. Decker, III

Title: Chief Executive Officer

Date: _____

Authorized by Res. No. _____
adopted _____, 2022.

LESSOR:

CITY OF RICHMOND, VIRGINIA

By: _____

Name: J. E. Lincoln Saunders

Title: Chief Administrative Officer

Date: _____

Authorized by Ord. No. 2022- _____
adopted _____, 2022.

APPROVED AS TO FORM:

Susan M. McKenney 08/12/2022
Senior Assistant City Attorney

PROPERTY SCHEDULE NO. 1 to VEHICLE LEASE AGREEMENT

This Property Schedule No. 1 is entered into as of the date of the Lessor’s signature below and is issued pursuant to the Vehicle Lease Agreement (“Lease”) dated as of the _____ day of _____, 2022, between the City of Richmond, Virginia (“Lessor”) and the Richmond Ambulance Authority (“Lessee”).

A. Description of Property. The following Property is leased to the Lessee by Lessor pursuant to this Property Schedule No. 1 and the Lease:

Seven 2022 Braun Chief XL III ambulances bearing the following VIN Numbers:

- | | |
|--------------------------|--------------------------|
| <i>1FDXE4FN8NDC40242</i> | <i>1FDXE4FNXNDC40243</i> |
| <i>1FDXE4FN1NDC40244</i> | <i>1FDXE4FN3NDC40245</i> |
| <i>1FDXE4FN2NDC34002</i> | <i>1FDXE4FN4NDC34003</i> |
| <i>1FDXE4FN6NDC34004</i> | |

B. Lease Term. The term of this Property Schedule No. 1 is seven years, beginning on the Date of Acceptance and ending at 11:59 p.m. on the day preceding the seventh anniversary of the Date of Acceptance, unless extended or terminated earlier pursuant to the Lease.

C. Rent. Lessee covenants and agrees to pay Lessor rent for the Property in the amount of \$10.00 each year (“Rent”) throughout the Lease Term and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor. Lessor shall pay the Rent specified herein to Lessor no later than September 1st of each year throughout the Lease Term.

D. Property Location. The Property will be based at Richmond Ambulance Authority, 2400 Hermitage Road, Richmond, Virginia 23220.

E. Interpretation. The terms and conditions of the Lease are incorporated herein by reference as if fully set forth herein. In the event of a conflict between the provisions of the Lease and the provisions of this Property Schedule, the provisions of Lease shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Property Schedule No. 1 effective as of the date written above.

LESSEE:

RICHMOND AMBULANCE AUTHORITY

By: _____
 Name: Richard H. Decker, III
 Title: Chief Executive Officer
 Date: _____

LESSOR:

CITY OF RICHMOND, VIRGINIA

By: _____
 Name: J. E. Lincoln Saunders
 Title: Chief Administrative Officer
 Date: _____

APPROVED AS TO FORM:

Susan M. McKenney 08/12/2022
 Senior Assistant City Attorney