

EXHIBIT "1"

LEASE AGREEMENT

Between

CITY OF COCONUT CREEK

and

VECTOR FLEET MANAGEMENT, LLC.

for

FLEET SERVICES BUILDING RFP # 06-27-18-10

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EXHIBITS

AGREEMENT ENTERED INTO BETWEEN THE PARTIES ON RFP # 06-27-18-10,
AND LESSEE'S PROPOSAL
SITE PLAN
CORPORATE AFFIDAVIT RE: PERFORMANCE GUARANTEE

LEASE AGREEMENT

Between

CITY OF COCONUT CREEK

and

VECTOR FLEET MANAGEMENT, LLC.

for

A PORTION OF THE FLEET SERVICES BUILDING

at

COCONUT CREEK GOVERNMENT CENTER RFP # 06-27-18-10

This is a Lease Agreement, ("Agreement") made and entered into by and between: the CITY OF COCONUT CREEK, a municipal corporation of the state of Florida, hereinafter referred to as "CITY",

AND

VECTOR FLEET MANAGEMENT, LLC. a Foreign Limited Liability Company, authorized to do business in the State of Florida, hereinafter referred to as "LESSEE." CITY and LESSEE are collectively known as the "Parties."

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY hereby leases the premises described in Article 6 to LESSEE, and CITY and LESSEE agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

1.01 **Agreement** - means this document, Articles 1 through 51, inclusive. Other terms and conditions are included in the exhibits and documents that are

expressly incorporated by reference.

- 1.02 **Commission** - The CITY COMMISSION of the City of Coconut Creek.
- 1.03 **Contract Administrator and Designated Representative** - The City Manager of the City of Coconut Creek or the designee of such City Manager is the Contract Administrator for CITY. The Designated Representative for LESSEE shall be Arthur A. Gosnell, Manager, of Vector Fleet Management, LLC. or his designee. The primary responsibilities of the Contract Administrator and the Designated Representative are to coordinate and communicate with the other party to this Agreement and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator or Designated Representative, respectively; provided, however, that such instructions and determinations do not change the Scope of Services or violate the terms and conditions of this Lease Agreement or the terms and conditions of the _____, 2018 Agreement between the Parties.
- 1.04 **City Attorney** - The chief legal counsel for CITY who directs and supervises the Office of the City Attorney pursuant to Section 904 of the City of Coconut Creek Charter.
- 1.05 **Portion of the Fleet Services Building (FSB)** - A portion of a building dedicated to the repair and maintenance of City vehicles and equipment, more specifically described in Exhibit "B", and including those areas described in RFP # 06-27-18-10 otherwise stated within this Agreement.
- 1.06 **Improvements** - All structures, pavements, infrastructure and other approved permanent construction at the site.
- 1.07 **Parties** - The term Parties shall refer collectively to the City of Coconut Creek and First Vehicle Services, Inc.
- 1.08 **Project** - The Project consists of the services described in the Exhibits attached hereto.
- 1.09 **Property** - The Property is the Fleet Services Building (FSB) as described in the property description in Article 6 and the survey in Exhibit "B."

ARTICLE 2

SCOPE OF SERVICES; BACKGROUND, PURPOSE, AND INTENT

- 2.01 Except as provided herein, LESSEE shall perform all work identified in this

Agreement and the Agreement entered into between the Parties on _____, 2018, RFP # 06-27-18-10 and LESSEE'S Proposal dated _____, 2018 as set forth in composite Exhibit "A" attached hereto. The Parties agree that the scope of services is a description of LESSEE'S obligations and responsibilities and is deemed to include administration, operation and maintenance of the FSB, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by LESSEE impractical, illogical, or unconscionable.

2.02 LESSEE acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as provided herein.

2.03 CITY hereby grants unto LESSEE and LESSEE hereby accepts from CITY, the right to exclusively use the Property, except as provided in Section 5.1 below, for the operation of the FSB. LESSEE is specifically prohibited from maintaining or repairing vehicles not owned or leased by CITY. This prohibition includes and extends to those vehicles and equipment owned by LESSEE or those vehicles and equipment owned by employees of LESSEE.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on the date it is fully executed by both Parties and shall end five (5) years from the date of execution, ("Initial Term") unless terminated earlier as provided for herein.

ARTICLE 4

RENEWAL

4.01 This Agreement may be renewed by the Parties for five (5) one (1) year terms commensurate with the renewal of the Agreement between the City and Vector Fleet Management and Maintenance Services and RFP #06-27-18-10. Removal upon the same terms and conditions shall automatically occur unless written notice shall be given by one Party to the other Party not less than ninety (90) days nor more than one hundred twenty (120) days prior to the expiration of the initial five-year term (the "Renewal Term"), upon terms and conditions mutually agreed to by the Parties. This Agreement's total term, including the Initial Term and Renewal Term, shall not exceed ten (10) years.

4.02 Time shall be deemed to be of the essence in performing the duties, obligations

and responsibilities required by this Agreement.

ARTICLE 5

EXCLUSIVITY

5.01 LESSEE shall have the exclusive use of a portion of the FSB, outlined in blue on Exhibit "B" with all other portions reserved for the exclusive use of CITY.

ARTICLE 6

PROPERTY DESCRIPTION

That portion of the City of Coconut Creek Government Center, 4900 West Copans Road, Coconut Creek, Florida 33063, designated for the FSB as referenced in Exhibit "B" attached hereto.

ARTICLE 7

RENT

LESSEE shall pay to CITY for the Initial Term a minimum rent during each year of this Agreement of TEN DOLLARS (\$10.00) per year. Said minimum monthly rent payment shall be due and payable on November 1st without billing. If the minimum monthly rent payment is not received by CITY within five (5) calendar days from which it is due, beginning on the sixth (6th) day, interest at the rate allowed by law (currently 1 Y2% per month) shall begin to accrue and LESSEE shall be deemed in default of this Agreement.

ARTICLE 8

TAXES

Since the services and leased premises fulfill a governmental purpose, LESSEE shall not be liable for any ad valorem or sales taxes. LESSEE agrees to pay when due and before the same becomes delinquent, all personal property taxes which may lawfully be levied and assessed against all tangible personal property situated on the Property and subject to taxation, or against LESSEE'S intangible personal property used in connection with operation of the FSB subject to taxation in Broward County, Florida. Additionally, LESSEE agrees to pay all sales or use taxes, which might hereafter be lawfully assessed or imposed arising out of the execution of this Agreement

ARTICLE 9

FSB MANAGER

LESSEE shall hire and assign a full-time qualified, experienced Manager for its operations at the FSB. Said Manager or Manager's Authorized Agent(s) must be at least eighteen (18) years of age and will be physically available during reasonable operating hours. The qualifications of said Manager shall be submitted to the Contract Administrator upon request. During the hours when the Manager is not on duty or available, the qualified Manager's Authorized Agent(s) shall be on duty designated by LESSEE or the Manager at the FSB. The Manager and the qualified Manager's Authorized Agent(s) shall be authorized representatives of LESSEE and be entitled to responsibly act in all matters relating to the day-to-day operation of the FSB hereunder. The Contract Administrator shall be advised in writing of the names, addresses, and birth dates of the Managers and Manager's Authorized Agent(s) at the FSB. LESSEE will endeavor to hire persons of good moral character and will investigate the background of those persons it wishes to employ.

ARTICLE 10

CONTRACT ADMINISTRATOR

Except as set forth in Exhibit "A", the Contract Administrator reserves the right to disapprove the following if the use is either offensive or inappropriate:

- 10.01 Any equipment utilized at the FSB determined to be not safe, and/or suitable for its intended purpose; exclusive of ordinary wear and tear. Provided that in all events the replacement of any equipment with comparable equipment suitable for the purpose intended shall not require the approval of the Contract Administrator.
- 10.02 Any use by LESSEE, or another party on behalf of LESSEE, of CITY'S name or logo in promotional or advertising materials.

Further, it is understood by LESSEE that should any of the above items be disapproved, LESSEE may offer alternative solutions. Any approval required of the Contract Administrator shall not be unreasonably withheld.

ARTICLE 11

PUBLIC CONTACT OF CITY AND LESSEE'S EMPLOYEES

- 11.01 LESSEE'S and CITY'S employees, agents, representatives, independent contractors, volunteers, partners, or others involved in the maintenance or operation of the Government Center and the FSB in contact with the public and

each other shall perform their duties in an efficient and courteous manner. Failure of any of these persons to do so shall be grounds for reassignment or their removal from duties in the FSB or the Government Center by the responsible party's direct action, or via the Contract Administrator's or LESSEE'S reasonable demand of the other as the responsible party, if after the reasonable objection of a party, the party receiving the objection fails to take the necessary steps to correct the cause of such objection. Provided, however, nothing herein shall require either party to take any action which would violate any applicable law, including any labor laws. All of LESSEE'S employees shall be distinctively uniformed or appropriately attired to be distinguished as LESSEE'S employees and/or distinguished from CITY'S employees' attire.

11.02 If a FSB Manager, employee or other authorized representative of LESSEE has been found guilty of, regardless of final adjudication, or enters a plea of nolo contendere to, any illegal conduct or activity which (i) is customarily considered to be a "white collar crime" such as, fraud, embezzlement or misappropriation of funds, or (ii) involves an act of moral turpitude (not including minor traffic infractions), or (iii) which results in a felony conviction, within fifteen (15) days thereafter, said FSB Manager, employee or other authorized representative, LESSEE agrees to take necessary and diligent action to remove said FSB Manager, employee, or other authorized representative from any aspect of the FSB'S operation pending an appeal of the conviction and, in no event shall such removal take longer than one hundred twenty (120) days. If the conviction is upheld on appeal, LESSEE shall take diligent action to remove the Manager, employee, or other authorized representative entirely from FSB employment and, in no event shall such permanent removal take longer than one hundred twenty (120) days. For the purposes of this section, the term "moral turpitude" shall mean conduct or acts that tend to degrade the manager, employee, or other authorized representative in society or bring them into public hatred, contempt, scorn or ridicule, or that will tend to shock, insult or offend the community or ridicule public morals or decency or harm the image of CITY by virtue of its association with the FSB. Provided, however, that nothing herein shall require LESSEE to take any action which would violate any applicable law, including any labor laws.

ARTICLE 12

FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or

condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual and extraordinary expense ("Force Majeure"). In the event that the FSB shall be destroyed by fire or any other cause thereby rendering the fulfillment of this Agreement impossible, then and thereupon, this Agreement may be modified to exclude the use of the damaged facility and replace it with another suitable facility as deemed appropriate by the City Manager or designee.

ARTICLE 13

FACILITIES, EQUIPMENT, AND SERVICES PROVIDED BY LESSEE

LESSEE, at its sole cost, shall provide and/or maintain at the FSB:

13.01 Those services as identified in RFP # 06-27-18-10 and the LESSEE'S Proposal dated _____, 2018, and the Agreement between the Parties dated _____, 2018.

ARTICLE 14

EQUIPMENT INSTALLED BY LESSEE

14.01 LESSEE agrees that all new equipment, furnishings, and Improvements provided shall meet the requirements of all applicable building, fire, pollution, and other related codes.

14.02 LESSEE shall not alter or modify any portion of improvements constructed on the Property without first obtaining written approval from the Contract Administrator.

14.03 LESSEE shall maintain a list of all business personal property at the FSB subject to liens, leasing, or other security arrangement and shall make such list available for inspection upon request by the Contract Administrator; provided, however, that LESSEE shall at all times remain the custodian of such original records. .

ARTICLE 15

MAINTENANCE RESPONSIBILITIES OF LESSEE; APPEARANCE OF FACILITIES

15.01 LESSEE shall keep and maintain the FSB in good working order and repair and in the same clean and orderly condition, as it existed at the

commencement of operations, reasonable wear and tear excepted. LESSEE shall keep the Property, the FSB and Improvements in a clean and orderly condition and appearance at all times and shall collect and dispose of garbage generated at or by the FSB with the CITY'S franchised waste hauler, at LESSEE'S expense.

15.02 CITY agrees to keep and maintain the Government Center in the same clean and orderly condition and appearance as it existed as of the commencement of this Agreement at all times during the term hereof or any renewal thereof, reasonable wear and tear excepted.

15.03 It shall be the responsibility of LESSEE and the Contract Administrator, or designee, to closely cooperate in coordinating the maintenance, repair, and activities of each to best serve and interact with each other.

ARTICLE 16

CAPITAL IMPROVEMENTS AND REPAIRS

Except as otherwise provided in this Agreement, CITY has the responsibility for Capital Improvements to the FSB. "Capital Improvements" means all expenditures for building or structural additions, alterations or new structures, the depreciable life of which, according to accepted accounting principles, is in excess of one (1) year. All repairs, maintenance and equipment purchase, replacement or servicing for the FSB shall be the responsibility of CITY, excepting any repairs due to intentional conduct of LESSEE'S Managers or employees.

Except as otherwise provided in this Agreement, LESSEE shall be responsible for the costs of all repairs, maintenance and/or related replacement costs required to operate the FSB and all its displays, equipment, machinery, appliances, appurtenances, fixtures, alterations, and systems (not including the plumbing and electrical systems, wiring and conduits, heating and air conditioning systems). Such repairs, maintenance and replacements, interior, ordinary as well as extraordinary, and structural as well as non-structural, shall be made promptly as and when necessary. All repairs, replacements and maintenance shall be of a quality and class at least equal to the original work. LESSEE, when it has knowledge of the same, shall advise the Contract Administrator of necessary repairs that impact hours of operation at the FSB.

Except as otherwise provided in this Agreement, LESSEE shall repair all damage to the FSB caused by LESSEE, its employees, agents, customers, invitees, visitors, or independent Contractors contracting with LESSEE, excepting damage to the FSB interior and parking area(s) caused by CITY, its employees, agents, customers,

invitees, visitors, or independent Contractors contracting with CITY, all as relating to CITY'S use of the FSB parking area(s).

ARTICLE 17

LIABILITY FOR DAMAGE OR INJURY

- 17.01 CITY shall not be liable for any damage or injury which may be sustained by any party or persons at the FSB, other than damage or injury caused by CITY or by CITY'S use of the FSB parking area(s).
- 17.02 LESSEE shall not be liable for any damage or injury which may be sustained by any party or persons outside of the FSB, other than damage or injury caused by LESSEE.
- 17.03 The Contract Administrator makes no warranties as to any obligation to provide security for the **FSB**, outside of standard security measures supplied for the Government Center in general. LESSEE may provide its own specialized security for the FSB, subject to the Contract Administrator's written approval. The Contract Administrator shall review any proposal for specialized security for the FSB within ten (10) days of its submittal by LESSEE. The reasons for any non-approval of such proposal shall be set forth in writing no later than ten (10) working days after submittal of such proposal. In the event such written notice of non-approval is not provided to LESSEE within such ten (10) day period, CITY shall be deemed to have approved the proposal. If LESSEE provides security for the FSB, LESSEE is responsible only for activities at the FSB and not the non-FSB portions of the Government Center. Absence of said LESSEE'S security measures shall not increase CITY'S or the Contract Administrator's security obligation. CITY and the Contract Administrator shall not be responsible for any damage done at the FSB relating to security.

ARTICLE 18

DAMAGE OR DESTRUCTION OF PREMISES

Except as otherwise provided in this Agreement, if either the FSB or any structures therein are partially damaged, but not rendered unusable for the purposes of this Agreement, the damage shall be repaired with due diligence by CITY from the proceeds of the insurance coverage policy and/or at its own cost and expense. CITY shall bear no responsibility for LESSEE'S business interruption.

Except as otherwise provided in this Agreement, in the event the FSB or a portion thereof is completely destroyed or so damaged that it will remain unusable, LESSEE and CITY shall be under no obligation to repair and reconstruct the damage, and this Agreement shall cease and terminate, and all adjustments which are proper including

restoration of the Property to a clean, neat, and usable condition shall be made accordingly.

ARTICLE 19

INGRESS AND EGRESS; RIGHT OF QUIET ENJOYMENT

Subject to rules and regulations, statutes and ordinances, and the terms of this Agreement, CITY represents and warrants that during the Initial Term hereof, LESSEE, its agents, employees, patrons, invitees, suppliers of services and furnishers of materials, shall have reasonable right of ingress and egress to and from the FSB, including the right of ingress and egress over and across sidewalks and roadways within Government Center. In the event that the only ingress and egress to the FSB is through the guard gate at the Government Center, the hours of operation for LESSEE shall be consistent with the hours of operation of the Public Services Department.

Subject to the Parties rights of termination pursuant to Article 24 herein, CITY agrees that for so long as LESSEE duly and promptly performs all of its obligations under this Agreement, CITY shall not disturb the possession and other rights of LESSEE under this Agreement; provided that such right of LESSEE shall be subject to any superior or superseding rights of the State of Florida and the Government of the United States and to any obligations upon CITY arising as a result of such rights of the State of Florida and the United States Government.

ARTICLE 20

ASSIGNMENT AND SUCCESSORS IN INTEREST

20.01 LESSEE shall not assign or transfer this Agreement, or any portion hereof without the prior written approval of CITY. .

20.02 It is agreed that all terms and conditions of this Agreement shall extend to and be binding on assignees and other successors as may be approved by CITY. LESSEE shall be liable for acts and omissions by any sub-lessee affecting this Agreement to the extent LESSEE would be liable if such act or omission was committed by LESSEE.

ARTICLE 21

OWNERSHIP OF LESSEE

The ownership of LESSEE is very important to CITY. Therefore, CITY reserves the right

to terminate this Agreement anytime a change in ownership involving more than ten percent (10%) of the ownership of LESSEE has not been specifically approved by CITY. CITY may reject any proposed new owner on any reasonable ground relating to factors such as experience, competence; financial status, reputation, and creditworthiness. LESSEE agrees to provide to the Contract Administrator, within five (5) business days after receipt of written notice from the Contract Administrator requesting same, an accurate list of all owners of LESSEE, showing the percentage of ownership of each owner. If LESSEE'S stock is registered with the Federal Securities Exchange Commission, any shares of stock that are publicly traded shall be exempt from the list requirement and change of ownership approval requirement of this Article. LESSEE shall notify CITY within ten (10) days of any changes in the directors or officers of LESSEE.

ARTICLE 22

TERMINATION BY CITY

Termination Without Cause. CITY shall have the right to terminate this Agreement without cause upon a ten (10) day written notice by certified mail to LESSEE'S address as stated in Article 36 herein or as thereafter amended by LESSEE with CITY'S knowledge. Should CITY elect to terminate this Agreement without cause, LESSEE'S rights and privileges as stated with this Agreement shall cease at the termination date and LESSEE shall not be entitled to any reimbursement by CITY, for Improvements made or fixtures installed at the FSB by LESSEE, or for any other costs incurred by LESSEE relating to the FSB project, or for the value of the business, unless such improvements and/or costs were previously approved by the CITY.

ARTICLE 23

TERMINATION BY LESSEE

Termination Without Cause. LESSEE shall have the right to terminate this Agreement without cause upon a one-hundred eighty (180) day written notice by certified mail to CITY'S address as stated in Article 36 herein, or as thereafter amended by CITY with LESSEE'S knowledge. Should LESSEE elect to terminate this Agreement without cause, LESSEE'S rights and privileges as stated with this Agreement shall cease at the termination date and LESSEE shall not be entitled to any reimbursement by CITY, for Improvements made or fixtures installed at the FSB by LESSEE, or for any other costs incurred by LESSEE relating to the FSB project, or for the value of the business, unless such improvements and/or costs were previously approved by the CITY.

ARTICLE 24

NON-DISCRIMINATION

LESSEE does hereby for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, covenant and agree that:

- 24.01 No person on the grounds of race, color, religion, national origin, gender, sexual orientation, age, marital status, physical or mental disability, political affiliation, familial status, pregnancy, gender identity or expression, or veteran or service member status or any other factor which cannot be lawfully or appropriately used as a basis for denial shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in the use of said FSB or in said LESSEE'S programs or policies.
- 24.02 LESSEE shall affirmatively comply with all applicable provisions of the Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA), including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. LESSEE'S compliance with this provision will be indicated in signage posted on the Property and in informational brochures promoting the FSB.
- 24.03 LESSEE shall take affirmative steps to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability, familial status, pregnancy, gender identity or expression, or veteran or service member status during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 24.04 LESSEE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16Y2) in performing the Scope of Services or any part of the Scope of Services of this Agreement.
- 24.05 In the event LESSEE is notified in writing by CITY of an alleged violation of

this section, LESSEE shall be given a forty-five (45) day period in which to investigate said violation before CITY can declare a default.

ARTICLE 25

RULES AND REGULATIONS

- 25.01 LESSEE will observe, obey, and comply with all rules and regulations adopted by CITY and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to LESSEE'S operations under this Agreement. LESSEE specifically acknowledges that it will be bound by the CITY'S Code of Ordinances, and any Administrative Orders lawfully promulgated and shall not undertake any activity which shall cause challenge to CITY'S ownership or right to undertake otherwise authorized activities or impose reasonable regulations at the FSB and will immediately cease such activity upon written notice from CITY or the Contract Administrator; provided, however, that nothing herein shall prevent LESSEE from initiating a legal challenge to any rules, regulations, laws, or ordinances which unreasonably, unlawfully or unconstitutionally interfere with LESSEE'S operation of the FSB or its rights under this Agreement or which unreasonably, unlawfully or unconstitutionally expand LESSEE'S obligations or liabilities hereunder.
- 25.02 Exterior signage, within the FSB Property, of LESSEE, its employees, agents, LESSEE'S or invitees and any outdoor advertising visible from outside the FSB shall be prohibited.
- 25.03 LESSEE specifically agrees that none of its employees, agents, servants, visitors, vendors or officers shall use, smoke, or carry any lighted tobacco product, or smokeless tobacco on any CITY property or vehicle, regardless of the location of such property or vehicle. Should a violation of this sub-section occur, LESSEE shall take every step necessary to ensure that the behavior is not repeated. If an employee repeatedly violates this sub-section, LESSEE shall replace said employee, upon a written request from CITY. A violation of this sub-section shall not be grounds for CITY declaring a default.

ARTICLE 26

PAYMENT OF OBLIGATIONS

LESSEE shall pay all taxes and other costs lawfully assessed against its business and legal interest in the FSB, the Improvements, and/or the operations under this

Agreement; provided, however that LESSEE shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity or amount of such taxes and/or other costs.

ARTICLE 27

INSPECTION BY CITY

The Contract Administrator or designee shall have the authority to make periodic reasonable inspections of the FSB and equipment and operations during normal operating hours to determine if such are being maintained in a neat and orderly condition. Such periodic inspections may also be made at the Contract Administrator's or designee's discretion to determine whether LESSEE is operating in compliance with the terms and provisions of this Agreement. All inspections shall be conducted in a manner so as not to interfere with the normal operations of the FSB. The Contract Administrator may follow up such inspection(s) with a written summary to the Designated Representative highlighting problems. LESSEE agrees to respond to such written summary as soon as possible or within three (3) days, whichever comes first, and either correct the problem(s) as soon as possible or specifically state in writing to the Contract Administrator why the perceived problem(s) does not require correction.

ARTICLE 28

EMERGENCY REPAIRS BY CITY

28.01 Emergency Repairs to the FSB: In the event that LESSEE does not cause any repair or "emergency repair" to be made to the FSB after a reasonable time, CITY may then cause all the needed repairs to be made. An emergency repair shall mean one that is related to a health, safety or liability issue, and shall take into account what is customary and prudent in accordance with industry standards. In such event, CITY shall have the absolute right to make the repairs to the FSB operated under this Agreement, free from any and all liability to LESSEE for loss of business or damages or any nature whatsoever during the making of such emergency repairs, except for such damage caused by the sole negligence or intentional misconduct of CITY and where not otherwise indemnified by LESSEE. CITY shall give LESSEE reasonable advance notice where CITY discovers needed emergency repairs at the FSB and where LESSEE is not in the process of repairing same.

28.02 Emergency Repairs to Property: In the event it becomes necessary for CITY to enter the Property in order for CITY to conduct emergency repairs to CITY owned equipment or facilities beneath the Property, CITY shall give LESSEE emergency notice pursuant to Article 48 hereof and shall perform such emergency repair work in an expeditious manner causing the least possible interference to LESSEE'S operations, and shall diligently prosecute such emergency repairs to completion. Upon completion of the emergency repairs, CITY shall restore the Property to the condition in which it existed prior to the emergency repairs becoming necessary. In the event emergency repair work is performed by other than CITY employees, CITY shall cause such other party to indemnify and hold LESSEE harmless to the same extent LESSEE is required to have its LESSEES indemnify CITY pursuant to RFP # 06-27-18-10.

ARTICLE 29

REMOVAL OF PROPERTY UPON TERMINATION

29.01 LESSEE, within thirty (30) calendar days following the termination of this Agreement, shall forthwith remove all of its personal property and its Improvements from the Property. Any personal property and Improvements of LESSEE, other than capital improvements not permanently affixed to the Property and not included as assets for depreciation not removed in accordance with this Article within ten (10) calendar days following termination of this Agreement shall become property of CITY subject to CITY'S right to recover disposal costs incurred, if any, minus salvage value.

29.02 Upon termination of this Agreement by CITY for cause and the removal of all its personal property and Improvements by LESSEE, LESSEE shall deliver the Property to CITY in not worse condition than the same was at commencement of this Agreement, loss by fire or other casualty and ordinary wear and tear only exceptions, as further described in Article 22 above. If this Agreement is terminated at the expiration of the Initial Term or by CITY without cause, LESSEE will not be responsible for the restoration of the FSB site.

ARTICLE 30

CONDEMNATION

This Agreement shall terminate if the entire Property and the FSB are taken by condemnation or eminent domain or if such taking is of a substantial nature that the FSB cannot be reasonably used for the intended purpose. Nothing in this Agreement shall be deemed or construed to grant LESSEE any right, or limit any right of

LESSEE, to receive or share in a condemnation or eminent domain award with respect to the Property or the FSB. Instead, the right, if any, of LESSEE to share in a condemnation or eminent domain award shall be based upon and shall be consistent with existing Florida law. To the extent any such condemnation or eminent domain is initiated by CITY, such condemnation or eminent domain shall be treated as a termination without cause.

ARTICLE 31

APPROVALS

Except as provided otherwise, whenever any approvals are required herein by either party, such approvals shall not be unreasonably withheld.

ARTICLE 32

WAIVER

Failure by CITY or LESSEE to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

ARTICLE 33

NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, postage prepaid, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this Article. For emergency situations, notice may be sent by hand-delivery or overnight courier. Either party may change the address at which notice is to be given by giving notice as provided in this Article. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

FOR CITY:

CITY OF COCONUT CREEK
Mary C. Blasi, City Manager
4800 West Copans Road
Coconut Creek, Florida 33063

With a copy to:

Terrill C. Pyburn, City Attorney
CITY OF COCONUT CREEK
4800 West Copans Road
Coconut Creek, Florida 33063

FOR LESSEE:

Vector Fleet Management, LLC
James A. Overstreet, President
9300 Harris Corners Parkway, Suite 350 Charlotte, NC 28269 Phone: 1-704-921-0148

James A. Locke III, Senior Counsel
Nixon Peabody
1300 Clinton Square
Rochester, NY 14604-1792
Phone: 585-263-1000

If notice of any kind is required under this Agreement and the terms herein do not specify notice to be provided in accordance with Article 36 herein, all such notice will be deemed proper if furnished to the Contract Administrator for CITY or Designated Representative for LESSEE by hand-delivery, regular U.S. mail, or facsimile transmission followed up by delivery through regular U.S. mail. Day-to-day correspondence may be furnished to either Party by hand-delivery, regular U.S. mail, or email.

ARTICLE 34

CONTRACT ADMINISTRATOR AND LESSEE'S
DESIGNATED REPRESENTATIVE

The Contract Administrator for CITY for this Agreement is the Public Works Director or designee. LESSEE'S Designated Representative for this Agreement is Arthur A. Gosnell or designee. In administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon the instructions or determinations made by the Contract Administrator as authorized agent for CITY and the Designated Representative. LESSEE may, from time to time, in its absolute discretion, change its Designated Representative upon written notice to CITY given in accordance with Article 39 above.

ARTICLE 35

REMEDIES

In the event of a breach of any of the terms or conditions of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available herein .or in law or equity; have the right to enforce this Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Agreement.

ARTICLE 36

INTERPRETATIONS

This Agreement and the exhibits and attachments hereto, and other documents and agreements specifically referred to herein, constitute the entire, fully integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior *or* contemporaneous verbal or written agreements between the Parties with respect to the subject matter hereof, excepting any past or contemporaneously written or verbal agreements expressly and clearly incorporated by reference within the four (4) comers of this Agreement. This Agreement shall be interpreted as a whole unit and section headings are for convenience only.

ARTICLE 37

AMENDMENTS

This Agreement may be amended only by written document, properly authorized, executed, and delivered by both Parties hereto. For CITY, appropriate authorization shall be construed to mean formal action by the City Commission.

ARTICLE 38

JOINT PREPARATION

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the Parties, the language has been agreed to by Parties to express their mutual intent and the resulting

document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

ARTICLE 39

ESTOPPEL CERTIFICATES

CITY, through the CITY Administrator, and LESSEE agree, upon not less than twenty-one (21) days prior written request by one to the other, to execute and deliver to the requesting party a statement in writing setting forth whether or not this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and providing copies of any written modifications), and the date to which the rent, payment of percentage fees and other charges have been paid, if any, and, to the best of CITY'S knowledge, whether or not any violations of this Agreement are in existence as of the date of said statement, it being intended that any statement delivered pursuant to this Article may be relied upon by any assignee of LESSEE or any holder of a security interest in this Agreement or equipment, trade fixtures and merchandise.

ARTICLE 40

MATERIALITY

CITY and LESSEE agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

ARTICLE 41

SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or LESSEE elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. In the event CITY elects to terminate this Agreement pursuant to this Article 47, such termination shall be deemed a termination without cause and governed by the provisions of Section 35.2 hereof. In the event LESSEE elects to terminate this Agreement pursuant to this Article 57, such termination shall be deemed a termination without cause and governed by the provisions of Section 36.4 hereof.

ARTICLE 42

CONTINGENCY FEE

LESSEE warrants that it has not employed or retained any company or person, other than its attorneys and bona fide employees working solely for LESSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for LESSEE, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 43

THIRD PARTY BENEFICIARIES

44.01 Neither LESSEE nor CITY intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

44.02 LESSEE agrees to provide in any contract it enters into for the performance of activities referenced in Article 60 below, a provision specifically acknowledging that CITY is a third party beneficiary to the contract as CITY stands to benefit from said contract.

ARTICLE 44

APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in exclusively situated in Broward County, Florida.

ARTICLE 45

INDEPENDENT LESSEE

LESSEE is an independent LESSEE under this Agreement. Services provided by

LESSEE, pursuant to this Agreement shall be subject to the supervision of LESSEE. In providing such services, neither LESSEE nor its officers, employees or agents shall act as officers, employees, or agents of CITY. This Agreement shall not constitute or make the Parties a partnership or joint venture.

ARTICLE 46

OTHER EASEMENTS

CITY hereby grants to LESSEE such easements for access to and from, and over and upon, such portions of the Government Center as maybe necessary from time to time for the fulfillment of the obligations and rights of LESSEE pursuant to this Agreement including, but not limited to,

- (i) pedestrian and vehicular ingress and egress,
- (ii) the installation of well[s] and/or pumps to facilitate wash down or irrigation on the Property,
- (iii) a drainage easement over CITY property, which would allow the drainage of water from the Property.
- (iv) access to CITY storm water drains as available.

LESSEE agrees to limit the use of the easements described herein to only such portions of the Government Center as may be reasonably required for such purpose. CITY and LESSEE agree, upon the request of the other, to execute such easement documents as may be required in order to evidence the specific location of any easements ultimately utilized pursuant to this Article 49.

ARTICLE 47

PRIORITY OF PROVISIONS

48.01 The documents are listed in the order of priority, the most controlling document first, the least controlling document last:

1. The Agreement between the parties dated _____, 2018.
2. RFP # 06-27-18-10.
3. This Lease dated _____, 2018.
4. Contractor's proposal dated June 27, 2018.

48.02 If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision as listed in the priority of documents shall

prevail and be given effect.

ARTICLE 48

MULTIPLE ORIGINALS

This Agreement may be executed in four (4) multiple copies each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties has made and executed this Lease Agreement on the respective dates noted herein for each Party: CITY OF COCONUT CREEK, through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same and VECTOR FLEET MANAGEMENT, LLC., signing by and through its Manager, duly authorized to execute same.

CITY
CITY OF COCONUT CREEK, through its
CITY COMMISSION

ATTEST:

Joshua Rydell, Mayor

Leslie Wallace May, City Clerk

_____ day of _____, 2018

Approved as to form”

By: _____
Terrill C. Pyburn, City Attorney

LESSEE
VECTOR FLEET MANAGEMENT, LLC.

By: _____

Attest:

Secretary

_____ day of _____, 2018

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Arthur A. Gosnell, Manager of VECTOR FLEET MANAGEMENT, LLC, a Foreign Limited Liability Company. He/She is personally known to me/or has produced _____ (type of identification) as identification and did (did not) take an oath.

Signature of Notary Public

Print, Type, or Stamp Commissioned
Name of Notary Public)