

VEHICLE LEASE AGREEMENT

This VEHICLE LEASE AGREEMENT (“AGREEMENT”) is made and entered into this 8th day of January, 2019, by and between PARATRANSIT SERVICES and COUNTY OF NEVADA, a political subdivision of the State of California (“COUNTY”).

RECITALS:

WHEREAS, PARATRANSIT SERVICES has a contract with COUNTY, dated May 14, 2013, to provide specialized paratransit services within Western Nevada County, which contract was approved and extended by the Nevada County Board of Supervisors in Resolution No. 18-375 on July 17, 2018; and

WHEREAS, PARATRANSIT SERVICES has requested the use of four (4) 2018 Ford V350 accessible vans, to exclusively perform paratransit services as described per its contract for same with COUNTY.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by PARATRANSIT SERVICES and COUNTY, each, intending to be bound, the parties mutually agree as follows:

(1) DESCRIPTION

The purpose of this AGREEMENT is to lease to PARATRANSIT SERVICES four (4) County of Nevada Transit Services Division) 2018 Ford V350 accessible vans vehicles (“VEHICLES”), identified as follows:

Vehicle Identification Numbers (VIN):

- (1) 1FTBW2CM2JKB47377
- (2) 1FTBW2CM0JKB47376
- (3) 1FTBW2CM4JKB47378
- (4) 1FTBW2CM6JKB47379

PARATRANSIT SERVICES shall provide all the necessary services, materials, and operational and administrative support necessary to efficiently, safely, and cost-effectively operate these vehicles, inclusive of operating personnel, fuel, maintenance, repairs, certifications, and insurance coverage. PARATRANSIT SERVICES will install PARATRANSIT SERVICES logo and lettering on leased vehicles prior to use by PARATRANSIT SERVICES.

The vehicles may be used solely to carry paratransit patrons who have called for transport in Western Nevada County and for trips necessary to perform maintenance and service activities. No other use of the vehicle shall be permitted.

(2) AMENDMENT

This AGREEMENT shall be amended or modified only by written agreement of the parties.

(3) WAIVER

The failure of either party to enforce a provision of this AGREEMENT is not a waiver of its right to subsequently compel enforcement of that provision or of any other provision.

(4) TERM OF AGREEMENT

The VEHICLES shall be leased to PARATRANSIT SERVICES for the duration of its Agreement with COUNTY to provide specialized paratransit services in Western Nevada County. The Agreement with COUNTY to provide specialized paratransit services in Western Nevada County will expire on June 30, 2020.

(5) LEASE COMPENSATION

The COUNTY has separately contracted for PARATRANSIT SERVICES to operate COUNTY'S specialized paratransit services in Western Nevada County. PARATRANSIT SERVICES shall remit to COUNTY the sum of \$1.00 annually as lease compensation for the use of each of the four VEHICLES.

(6) AREA OF SERVICE

The VEHICLES shall be restricted for use in PARATRANSIT SERVICES'S contractually-stipulated Western Nevada County service area only. There shall be no limit on miles accumulated during the term of this AGREEMENT.

(7) MAINTENANCE AND REPAIR

PARATRANSIT SERVICES shall, at its own expense, properly maintain, service, repair, and inspect the VEHICLES, to the public transit vehicle standards set forth under the State of California Highway Patrol Biennial Inspection of Terminal (BIT) Program. The VEHICLES shall not be operated with any known or reasonably discoverable safety, electrical, or mechanical defect(s). All identified safety, electrical, or mechanical defects shall be serviced or repaired before VEHICLES are put back into service, including the wheelchair lifts.

(8) INSPECTION

COUNTY shall have the right to examine the VEHICLES while in PARATRANSIT SERVICES'S possession, at any time on an unrestricted basis.

(9) FUNDING

In no event shall COUNTY funds be required or used to service, maintain, insure, or operate the VEHICLES while in PARATRANSIT SERVICES'S possession, during the term of this AGREEMENT.

All funds needed to operate the VEHICLES and to provide the aforementioned services and materials shall be provided by PARATRANSIT SERVICES.

(10) INDEMNITY

To the fullest extent permitted by law, PARATRANSIT SERVICES shall indemnify, defend, and hold harmless COUNTY and its officers, officials, employees, agents, and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including litigation costs and reasonable attorney fees), including any liability incurred under Vehicle Code § 17151, which result from the negligent act, willful misconduct, or error or omission of PARATRANSIT

SERVICES, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY or its officers, officials, employees, agents and volunteers.

(11) INSURANCE

During the term of this AGREEMENT, PARATRANSIT SERVICES shall secure and maintain, keeping in full force and effect, and in addition to those insurance coverage's required in the above-referenced specialized paratransit operating contract with COUNTY, insurance coverage for physical damage for each of the vehicles at FULL REPLACEMENT COVERAGE.

For such policy of physical damage coverage, the COUNTY shall be named as an additional insured, and shall further be named as LOSS PAYEE.

Said policy of insurance shall specifically provide that no change to the policy shall provide, on its face and by endorsement thereto, that the insurance afforded by said policy is primary insurance.

Said policy shall specifically provide that no change to the policy, or amendments thereto, nor cancellation thereof, shall be made without the insurance company first giving notice of such change, amendment, or cancellation at least ten (10) days prior thereto.

A certificate of insurance, confirming that the aforementioned physical damage coverage is in effect, in the correct format, shall be provided to COUNTY prior to transfer of possession of the VEHICLES.

(12) BOOKS AND RECORDS

PARATRANSIT SERVICES shall maintain to California Highway Patrol (CHP) BIT standards, the repair, service, maintenance, and inspection records pertaining to any and all work done on the VEHICLES.

Such records shall be retained by PARATRANSIT SERVICES while the VEHICLES remain in its possession, and shall be returned to COUNTY with the return of the VEHICLES. COUNTY shall have the right to review and audit such records at PARATRANSIT SERVICES'S facility at any time on an unrestricted basis.

(13) TERMINATION

A material breach of this AGREEMENT pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which either party may elect to terminate this AGREEMENT, without notice.

If PARATRANSIT SERVICES fails to timely provide in any manner the services, materials, or products required under this AGREEMENT, or otherwise fails to promptly comply with the terms of this AGREEMENT, or violates any ordinance, regulation or other law which applies to its performance herein, COUNTY may terminate this AGREEMENT by giving five (5) days' written notice to PARATRANSIT SERVICES.

Either party may terminate this AGREEMENT for any reason, or without cause, by giving thirty (30) calendar days' written notice to the other, which notice shall be sent by registered or certified mail in conformity with the notice provisions, below. PARATRANSIT SERVICES shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which PARATRANSIT SERVICES has no control.

(14) VEHICLE RETURN

PARATRANSIT SERVICES shall return the VEHICLES to the County of Nevada, Transit Services, at 13081 John Bauer Avenue, Grass Valley, California, on such date mutually agreed upon by PARATRANSIT SERVICES and COUNTY. VEHICLES shall be returned in good condition (excluding normal wear and tear) with maintenance level current with manufacturer's specifications for mileage level on the odometer upon their return.

The complete set of maintenance, service, repair, and inspection records for each of the VEHICLES will be provided in a box on their rear passenger seats.

Included with each returned VEHICLES shall be:

- PARATRANSIT SERVICES is responsible for removing all PARATRANSIT SERVICES logo and lettering from vehicles upon return of vehicles to County;
- Fire extinguisher, charged;
- Wheelchair tie downs;
- Seats and wall coverings, in good condition;
- Any other equipment included at the commencement of this AGREEMENT, or added after commencement of this AGREEMENT.

(15) SUBLEASE

PARATRANSIT SERVICES shall not sublease or otherwise transfer possession of any of the VEHICLES to any individual or entity.

(16) SECURITY

PARATRANSIT SERVICES shall secure the VEHICLES at night and, when not in use, in an entry-controlled, lighted, and physically secured enclosure.

(17) OPERATOR QUALIFICATIONS

Operation of these VEHICLES shall be limited by PARATRANSIT SERVICES to those employees and individuals under its command and control who possess a valid and current California Driver's License, and who are trained and qualified to operate the VEHICLES.

(18) NOTICES

Notices shall be provided to the parties at the following locations:

COUNTY OF NEVADA
Transit Services Division
Robin Van Valkenburgh, Transit Services Manager
950 Maidu Avenue
Nevada City, California 95959
Phone: (530) 477-0101, ext. 1003
Facsimile: (530) 477-7847
Robin.vanvalkenburgh@co.nevada.ca.us

PARATRANSIT SERVICES
Christie Scheffer
4810o Center Way, Ste Z
Bremerton, WA 98312
Phone: (360) 981-7300
Facsimile: (360) 377-6017
cls@paratransit.net

(19) JURISDICTION AND VENUE

This AGREEMENT shall be constructed in accordance with the laws of the State of California, and the parties hereto agree that venue in the state court shall be in Nevada County, California, and venue in the federal court shall be in the Eastern District of California in Sacramento.

IN WITNESS THEREOF, the parties hereunto have executed this AGREEMENT on the date first written above.

Desiree Belding, Purchasing Agent, County of Nevada

Christie Scheffer, Executive Vice President COO, PARATRANSIT SERVICES

APPROVED AS TO FORM:

Rhetta VanderPloeg, Deputy County Counsel, County of Nevada