

EQUIPMENT LEASE

THIS AGREEMENT is made and entered into this 1st day of June 2015, by the COWLITZ TRANSIT AUTHORITY, hereinafter referred to as CTA, and Paratransit Services, hereinafter referred to as Contractor, for the lease of seventeen (17) vehicles for the performance of Contractor's continual obligation to provide paratransit service.

1. **Lease Equipment:** The CTA hereby leases to Contractor, and Contractor leases from the CTA, the following described vehicles:

<u>Year</u>	<u>Make</u>	<u>City ID No.</u>	<u>License No.</u>	<u>VIN</u>
2004	Ford	42-35	66974C	1FDXE45P14HA86127
2004	Ford	42-36	66973C	1FDXE45P34HA86128
2005	Ford	42-37	66997C	1FDXE45P35HA02326
2005	Ford	42-38	66933C	1FDXE45P55HA02327
2007	Ford	42-39	80797C	1FDXE45S76DB32686
2007	Ford	42-40	80798C	1FDXE45S66DB32687
2008	Ford	42-41	84521C	1FDXE45S07DB26388
2008	Ford	42-42	84522C	1FDXE45S27DB26389
2009	Dodge	42-43	91142C	1D8HN44E99B520685
2010	Ford	42-44	93642C	1FDFE4FS2ADA11163
2010	Ford	42-45	93643C	1FDFE4FS4ADA11164
2010	Ford	42-46	95256C	1FDFE4FS9ADB00390
2012	Ford	42-47	A0242C	1FDFE4FS7CDB09317
2013	Ford	42-48	A5436C	1FDFE4FS0DDA93088
2014	MV1	42-49	A5936C	57WMD1A67EM100171
2014	Ford	42-50	A7324C	1FDFE4FS9EDA99084
2014	Ford	42-51	A5945C	1FDFE4FS4EDA83620

The above identified vehicles may be replaced during the term of this lease. In addition, the CTA may increase the number of vehicles and vary the type of vehicles provided to the Contractor, to expand or enhance the CTA's paratransit service capabilities. It is intended that all CTA-provided vehicles regularly used by the Contractor shall be covered by this lease.

2. **Lease Term:** The term of this lease shall commence June 1, 2015 and shall continue until December 31, 2018, and may be extended to a mutually agreed upon date. Generally, this lease is intended to be in effect concurrently with Contractor's Paratransit Service Contract with the City of Longview to provide paratransit services.

3. **Lease Amount:** The lease price for each vehicle shall be one dollar (\$1.00) per vehicle per month, for a current total of seventeen dollars (\$17.00) per month, payable by Contractor as follows:

In check form payable to the Cowlitz Transit Authority by the tenth of each month for the use of the vans for that month.

4. **Use of Equipment:** It is intended that the CTA vehicles will be used first and that contractor vehicles will be used only when necessary (i.e., vehicle maintenance or capacity constraints). Any use of contractor vehicles must be approved in advance by the City of Longview. Contractor agrees to use the equipment solely for the purposes of providing paratransit services pursuant to the terms of the Paratransit Service Contract it entered into with the City of Longview. Equipment is only to be operated for these purposes within the CTA and RiverCities Transit paratransit service area. The CTA and/or the City of Longview may establish rules, priorities, or guidelines governing the use and deployment of vehicles.
5. **Insurance:** All CTA vehicles are insured through the Washington State Transit Insurance Pool (WSTIP). Contractor shall be required to submit a copy of each accident or damage occurrence report involving a paratransit vehicle at the time of such incident. The failure to do so shall result in penalty assessment of twenty-five (\$25.00) dollars per day for each day such report remains unfiled.
6. **Control of Drivers:** All services to be rendered by Contractor under this agreement, and the Paratransit Services Contract with the City of Longview, shall be subject to the control of Contractor. The CTA shall not interfere with the selection or training of drivers other than to verify that each driver is properly licensed and trained to drive the vehicle before the drivers first begin driving the leased vehicles in revenue service.
7. **Maintenance:** The CTA shall be responsible for maintaining and fueling the vehicles. Maintenance and fueling functions shall be performed daily at the Longview City Shop. Contractor shall deliver the vehicles to the service facility at 254 Oregon Way and pick them up from such facility. The vehicles shall be parked at the City Shop facility at all times when not in use.
8. **Independent Contractor:** Contractor shall be deemed an independent contractor for all purposes, and the employees of Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed as employees of either the CTA or the City of Longview.
9. **Cancellation:** Either party to this agreement may terminate this agreement, upon giving ninety (90) days' advance written notice. The scope of work shall be effective concurrently with the operations contract with the City of Longview.

10. **Continuing Control Provision:** The above described leased vehicles are the subject of a master agreement between the CTA and the Federal Transit Administration (FTA). In the event the leased vehicles are not used for transit purposes in accordance with the terms and conditions of FTA's master agreement, this lease shall immediately terminate and the vehicles be turned back to the CTA. Failure of Contractor to comply with the FTA master agreement may subject Contractor to the FTA's requirement that its eighty percent (80%) share in the vehicles be reimbursed to the FTA. This agreement shall be subject to review and approval by the FTA prior to the inception of the lease term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date written hereinabove.

Todd McDaniel, Chairperson
COWLITZ TRANSIT AUTHORITY

David Baker, President
PARATRANSIT SERVICES, INC.