

**VEHICLE LEASE
BETWEEN THE CITY OF YAKIMA
AND MEDSTAR, LLC**

THIS VEHICLE LEASE, hereinafter "Lease" is made and entered by and between the City of Yakima, a Washington municipal corporation, (hereinafter "City") and Medstar, LLC (hereinafter "Contractor").

WHEREAS, Contractor has been selected to provide paratransit transportation services to citizens certified unable to access the City's fixed-route transit system pursuant to City of Yakima Request for Proposals No. 12020P.

WHEREAS, the City finds it to be in the best interests of the public to lease vehicles to Contractor in accordance with the following terms and conditions in order for Contractor to provide such public services.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth herein, it is agreed by and between the City and Contractor as follows:

- A. **Vehicles**. The City hereby agrees to lease to Contractor those vehicles that are identified in RFP ATTACHMENT I – Leased Vehicle Inventory, which is attached to this Lease and incorporated herein by this reference, for use by Contractor to provide paratransit services pursuant to City of Yakima Request for Proposals No. 12020P (hereinafter "RFP"). Vehicles may be added to and stricken from this list upon mutual written agreement. The Transit Manager of the City of Yakima shall have the authority to modify the Leased Vehicle Inventory on behalf of the City of Yakima.
- B. **Contractual Payment**. Contractor agrees to pay the City a monthly rental charge of One Hundred Dollars (\$100.00) per vehicle per month during the term of this Lease. The City shall present an invoice to Contractor at the conclusion of each month or whenever prudent for bookkeeping. Contractor shall pay the City within thirty (30) calendar days of receipt of the invoice. The monthly rental charge for each vehicle shall be prorated in the first and last month of use based on when the vehicle is picked up or returned.
- C. **Term**. This Lease shall be effective when executed by the parties and shall continue in existence as long as the City of Yakima Request for Proposals No. 12020P Contract between the parties is in effect, unless terminated earlier by the City as provided by Section U of this Lease.
- D. **Licensing and Titling**. The vehicle titles will show the City as legal owner the Contractor as the registered owner. Contractor shall pay cost associated with title transfers. All paratransit vehicles have Exempt license plates.
- E. **Use of Vehicles**. Contractor will use the vehicles solely for paratransit transportation for City of Yakima paratransit service recipients and for no other purpose. Contractor agrees that it will not use or permit the use of the vehicles so as to void any insurance covering same, or in a negligent manner, or permit the vehicles to become subject to any liens, charges, or encumbrances. Contractor shall keep satisfactory records with regard to the use of the vehicles and shall submit to the City upon request such information as is required in order to assure compliance with this section. If, during the term of this Lease,

any vehicle is not used in the above-described manner, is used in a manner different from that described in this Lease, or is withdrawn from paratransit service, Contractor shall immediately notify the City.

- F. **Maintenance of Vehicles.** Contractor shall clean and inspect vehicles per the RFP specifications. Contractor shall deliver vehicles for maintenance, to the designated City facility, on a routine schedule as determined by the City. All drivers are responsible for reporting any defects a vehicle may have to the Dial-A-Ride supervisor and City's Equipment Rental (maintenance) division immediately. Drivers shall conduct a "walk around" and complete pre-trip and post-trip vehicle inspection forms for each of their shifts. Drivers shall have the City's Equipment Rental (maintenance) division and/or Dial-A-Ride management personnel resolve any doubt about the safety of a vehicle prior to placing the vehicle in passenger service.
- G. **Graphics.** Contractor will apply their own logo or identification with telephone number by the use of magnetic signs or decals on the vehicles, subject to the City's approval. These identifications must be removed at the time of termination or expiration of this Lease without damage to the finish on the vehicles.
- H. **Pick-up of Vehicles.** It shall be the responsibility of Contractor to pick up the vehicles at the location designated by the City. The vehicles will have a full tank of fuel or full dual tanks if so equipped at the time of pick up. Contractor shall provide proof of insurance as specified in this Lease.
- I. **Requirements at Expiration or Termination.** At the expiration or termination of this Lease, Contractor shall return the vehicles to the location specified by the City with a full tank of fuel or full dual tanks if so equipped and with the maintenance records for the rental period including original service and repair invoices or internal work orders. Contractor shall return the vehicles in the same condition as they were in at the inception of the Lease, ordinary wear and tear excepted. In the event a vehicle is not returned in such same condition, Contractor shall pay the City for the cost of restoring any vehicle to said condition. The City shall charge Contractor its cost of fuel to fill the tank(s) if the tanks must be filled.
- J. **Vehicles Provided "As Is" and "With All Faults."** The vehicles that are the subject of this Lease shall be provided on an "AS IS" and "WITH ALL FAULTS" basis. The City makes no warranties of any kind whatsoever, express or implied, as to said vehicles and ALL WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED. Notwithstanding any provision to the contrary, the terms of this section shall survive any expiration or termination of this Lease. A condition inspection shall be conducted by Contractor, or its designated agent, prior to taking delivery of each vehicle.
- K. **Liability.**
 - 1. The City shall not be liable to Contractor or to anyone else for any liability, loss or damage of any kind, however caused or alleged to be caused, directly or indirectly by any of the vehicles; or as a result of the repair, maintenance, or equipment thereof, by any inadequacy thereof, or defect therein or by any incident in connection therewith, or interruption of service or use of any vehicle provided pursuant to this Lease, or from any liability of any nature growing out of performance of this Lease on the part of Contractor, its officers, employees, contractors, or subcontractors.
 - 2. To the maximum extent permitted by law, Contractor shall protect, indemnify, hold harmless and defend the City and its officials, agents, officers, and employees from all claims, actions, costs, damages and expenses of any nature whatsoever, including attorneys' fees, arising out of, resulting from or connected with the acts, errors or omissions of Contractor, its officials, assignees, agents,

principals, sublessees, contractors, subcontractors, licensees, invitees, employees, or any person whomsoever under this Lease.

3. In the event that any lien is placed upon property of the City or any of its officers, principals, agents, or employees as a result of the acts, errors or omissions of Contractor or its officials, assignees, agents, sublessees, contractors, subcontractors, licensees, invitees, or employees, Contractor shall at once cause the same to be dissolved and discharged by giving bond or otherwise. The City will be notified in writing immediately of any such lien.
4. Notwithstanding any provision to the contrary, the terms of this section shall survive any expiration or termination of this Lease.

- L. **Insurance**. INSURANCE FOR PARATRANSIT SERVICE VEHICLES: The City shall provide General Liability and Automobile Liability ONLY for paratransit service vehicles operated by the Contractor pursuant to this Contract with limits of up to \$12,000,000.00 per occurrence through the City's participation in the Washington State Transit Insurance Pool (WSTIP). Coverage is subject to WSTIP's approval and coverage is limited to those perils covered by WSTIP. For vehicles leased from the City, the contractor will be solely responsible for the first \$5,000 per occurrence for repairs to the vehicle, whether caused by comprehensive or collision-type perils.
- M. **Safety**. Contractor shall ensure that the vehicles are maintained and operated in a safe and prudent manner and that all drivers comply with existing state, federal, and local laws regarding the operation of motor vehicles on the streets, roads, and highways of the state. Contractor shall comply with drug and alcohol testing requirements applicable to the City and its Transit operations. Contractor shall adopt the City of Yakima Transit PTASP Agency Safety Plan upon implementation of services.
- N. **Independent Contractor**. Contractor and the City understand and expressly agree that Contractor is an independent contractor in the performance of each and every part of this Lease. As an independent contractor, Contractor and its employees shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.
- O. **Remedies Cumulative**. All remedies provided in this Lease are distinct and cumulative to any other right or remedy under this Lease or afforded by law or equity and may be exercised independently, concurrently, or successively.
- P. **No Conflict of Interest**. Contractor represents that it does not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Lease. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Lease.
- Q. **No City Obligation to Third Parties**. No contract between Contractor and its contractors or subcontractors shall create any obligation or liability for the City with regard to this Lease without the City's specific written consent of such obligation or liability, notwithstanding its concurrence in, or approval of, or the awareness of any contract or subcontract or the solicitation thereof. Contractor hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Lease.

R. **Integration and Supersession**. This Lease sets forth all of the terms and conditions relative to the lease of vehicles as provided herein. No amendment or modification of this Lease shall be effective unless reduced to writing and executed by the parties.

S. **Severability**.

1. If a court of competent jurisdiction holds any part, term or provision of this Lease to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Lease did not contain the particular provision held to be invalid.
2. If any provision of this Lease is in direct conflict with any statutory provision of the State of Washington, that provision, which may conflict, shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
3. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

T. **Non-Waiver**. The waiver by Contractor or the City of the breach of any provision of this Lease by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provision.

U. **Termination**. The City may terminate this Lease with or without cause upon ninety (90) days written notice to the Contractor. Contractor shall be liable for any payments due up to the effective date of termination.

V. **Notices**. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

To City:

Maria Mayhue, CPPO
Acting Procurement Manager
129 No. 2nd St.
Yakima, WA 98901
Email: Maria.Mayhue@yakimawa.gov

To Contractor:

Justin Bergener
CEO
1904 Fruitvale Blvd
Yakima, WA 98902
Email: Justin@gomedstar.com

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

W. **Survival**. Any provision of this Lease that imposes an obligation after termination or expiration of this Lease shall survive the term or expiration of this Lease and shall be binding on the parties to this Lease

X. **Governing Law**. This Lease shall be governed by and construed in accordance with the laws of the State of Washington

- Y. **Venue.** The venue for any action to enforce or interpret this Lease shall lie in the Superior Court of Washington for Yakima County, Washington
- Z. **Authority.** The person executing this Lease on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Lease on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Lease

EXECUTION

CITY OF YAKIMA

By: _____

City Manager

Dated: _____

MEDSTAR, LLC

By:  _____

Justin Bergener

Title: CEO

Dated: 10-22-2020

ATTEST:

By: _____

City Clerk

City Contract No. _____

Resolution No. _____

Date: _____

Disadvantaged Business Enterprise
Review and Approval:



Maria Mayhue DBE Liaison Officer

Date: 11/02/20

12020P ATTACHMENT I - Leased Vehicle Inventory

No.	Year	Make/Model	Vehicle Code	Vehicle Identification Number (VIN)	Agency Vehicle Number	Actual Life Odometer	Meets Financial Needs of SRF?		Agency's U/LB (Year)	Agency's U/LB (Miles)	Maintenance		Replacement Cost?	ADA Access Yes/No	Seating Capacity	Fuel Type	WSDOT Title Yes/No
							Yes/No	Yes/No			Current? Yes/No	Desired Function? Yes/No					
1	2010	DODGE GRAND CARAVAN		142CHRND6AR4Q6516	ER2358	152,344	Yes	Yes	4	100,000	Yes	Yes	\$ 28,000	No	7	G	No
2	2010	DODGE GRAND CARAVAN		142CHRND6AR4Q6517	ER2357	132,862	Yes	Yes	4	100,000	Yes	Yes	\$ 28,000	No	7	G	No
3	2012	DODGE GRAND CARAVAN / ELDORADO MISSION		142CHRND6AR4Q6518	ER2371	119,432	Yes	Yes	4	100,000	Yes	Yes	\$ 40,000	Yes	7	G	No
4	2014	DODGE GRAND CARAVAN (Braun)		142CTWDG6G3ER380119	ER2439	120,770	Yes	Yes	4	100,000	Yes	Yes	\$ 42,000	Yes	6	G	Yes
5	2014	DODGE GRAND CARAVAN (Braun)		142CTWDG6G3ER380123	ER2440	104,885	Yes	Yes	4	100,000	Yes	Yes	\$ 42,000	Yes	6	G	Yes
6	2014	DODGE GRAND CARAVAN (Braun)		142CTWDG6G3ER380128	ER2441	123,333	Yes	Yes	4	100,000	Yes	Yes	\$ 42,000	Yes	6	G	Yes
7	2014	DODGE GRAND CARAVAN (Braun)		142CTWDG6G3ER380130	ER2442	118,307	Yes	Yes	4	100,000	Yes	Yes	\$ 42,000	Yes	6	G	Yes
8	2014	DODGE GRAND CARAVAN (Braun)		142CTWDG6G3ER380132	ER2444	112,978	Yes	Yes	4	100,000	Yes	Yes	\$ 42,000	Yes	6	G	Yes
9	2016	DODGE GRAND CARAVAN		142CTWDG6G3ER3804	ER2465	98,233	Yes	Yes	4	100,000	Yes	Yes	\$ 45,000	Yes	6	G	No
10	2016	DODGE GRAND CARAVAN		142CTWDG6G3ER3808	ER2468	95,393	Yes	Yes	4	100,000	Yes	Yes	\$ 45,000	Yes	6	G	No
11	2016	DODGE GRAND CARAVAN		142CTWDG6G3ER3805	ER2467	98,813	Yes	Yes	4	100,000	Yes	Yes	\$ 45,000	Yes	6	G	No
12	2016	DODGE GRAND CARAVAN		142CTWDG6G3ER38281	ER2474	32,040	Yes	Yes	4	100,000	Yes	Yes	\$ 45,000	Yes	6	G	No
13	2016	DODGE GRAND CARAVAN		142CTWDG6G3ER382315	ER2475	39,244	Yes	Yes	4	100,000	Yes	Yes	\$ 45,000	Yes	6	G	No
14	2016	DODGE GRAND CARAVAN		142CTWDG6G3ER382329	ER2476	48,480	Yes	Yes	4	100,000	Yes	Yes	\$ 45,000	Yes	6	G	No
15	2010	FORD ELDORADO AEROTECH BUS		141FDFF6S340A4888	ER2378	171,232	Yes	Yes	5	150,000	Yes	Yes	\$ 78,000	Yes	15	G	No
16	2010	FORD ELDORADO AEROTECH BUS		141FDFF6S380A8073	ER2377	158,049	Yes	Yes	5	150,000	Yes	Yes	\$ 78,000	Yes	15	G	No
17	2010	FORD ELDORADO AEROTECH BUS		141FDFF6S380A8074	ER2378	163,888	Yes	Yes	5	150,000	Yes	Yes	\$ 78,000	Yes	15	G	No
18	2010	FORD ELDORADO AEROTECH CUTAWAY		141FDFF6S340A7879	ER2384	157,009	Yes	Yes	5	150,000	Yes	Yes	\$ 78,000	Yes	13	G	No
19	2010	FORD ELDORADO AEROTECH CUTAWAY		141FDFF6S340A7880	ER2385	132,500	Yes	Yes	5	150,000	Yes	Yes	\$ 78,000	Yes	13	G	No
20	2003	FORD ELDORADO NATIONAL BUS		141FDVE46S3HA60454	ER2396	247,271	Yes	Yes	5	150,000	Yes	Yes	\$ 75,000	Yes	15	G	No
21	2015	CHEVROLET Amboc Spirit of Mobility		1116B8GUB3E112095	ER3323	73,268	Yes	Yes	5	150,000	Yes	Yes	\$ 137,848	Yes	11	G	No
22	2016	CHEVROLET Amboc Spirit of Mobility		1116B8GUB3E119401	ER3347	63,341	Yes	Yes	5	150,000	Yes	Yes	\$ 135,000	Yes	11	G	No
23	2016	CHEVROLET Amboc Spirit of Mobility		1116B8GUB3E118732	ER3348	78,243	Yes	Yes	5	150,000	Yes	Yes	\$ 135,000	Yes	11	G	No
24	2016	CHEVROLET Amboc Spirit of Mobility		1116B8GUB3E1130854	ER3349	64,169	Yes	Yes	5	150,000	Yes	Yes	\$ 135,000	Yes	11	G	No

Paratransit Vehicles