

VEHICLE LEASE AGREEMENT Between

V2018-05-AV0

Area Agency on Aging, Region One, Incorporated *AND*
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
623-333-1000 fax: 623-333-0100
EIN #866000233

DURATION OF THE AGREEMENT, FY 2018: Effective July 1, 2017 and shall end June 30, 2018.

CONTACT INFORMATION FOR NOTICES

Area Agency and Contractor shall address all notices relative to this Agreement to the addresses as identified above and persons as follows:

David T. Diaz, Chief Financial Officer

Erin Lutz, Senior Center Coordinator

RECOGNITION OF AND REFERENCE TO SERVICE CONTRACT 2018-05-AVO

The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor. This lease of vehicle(s) action is intended solely for the purpose of providing services as specified in the contract number identified above between the Area Agency and Contractor. All terms, effective dates, and actions pertaining to the Service Contract shall be binding to this Vehicle Lease Agreement.

This Contract is entered into by and between City of Avondale, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, any additional, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

CITY OF AVONDALE

Signature and Date

**Mary Lynn Kasunic, President & CEO
Area Agency on Aging Director**

Signature and Date

David Fitzhugh, City Manager

City of Avondale ATTEST:

Vehicle Lease Identification Page

<u>Year & Make</u>	<u>Model</u>	<u>VIN #</u>
2008 FORD	ESCAPE SUV – GAS	1FMCU02Z98KE01393
2008 FORD	ESCAPE SUV – HYBRID	1FMCU03178KC32869
2008 FORD	CHAMPION E450 BUS	1FD4E45S58DA26288
2009 FORD	ELDORADO BUS	1FD3E35SX8DB47856

TERMS AND CONDITIONS

1. CONTRACT ADMINISTRATION

- a. Vehicle Lease Area Agency hereby leases vehicle(s) as described on the Vehicle Lease Identification Page to the Contractor for the sum of one dollar (\$1.00) per vehicle.
- b. Contract Term The term of this agreement shall be for the period of time from the begin date identified on the Signature page to the termination date identified on the Signature page and as related to the Service Contract identified on the Signature page.
- c. Term The terms of this agreement constitute the entire agreement between Area Agency and the Contractor. Parties represent that there are no collateral agreements to the agreement
- d. Compliance with Applicable Laws
 - i. All changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment to this contract.
 - ii. This contract shall be governed and interpreted by the laws of the State of Arizona.
 - iii. The materials and services supplied under this contract shall comply with all applicable federal, state, and local laws and the Contractor shall maintain all applicable license and permit requirements.
 - iv. The Contractor shall comply with the requirements related to reporting to a peace officer or to child or adult protective services incidents of crimes against children as specified in A.R.S. §13-3620 and crimes against the elderly as specified in A.R.S. §46-454 as may be amended.
- e. Notices All notices under this Lease Agreement shall be directed in writing to the persons and addresses specified for such purpose on the Signature page or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the contract signatory.
- f. Assignment and Delegation Contractor shall not assign any right nor delegate any duty under this contract, without the prior written approval of the Area Agency President/CEO.
- g. Liens Contractor agrees to keep the leased vehicle(s) free from any liens or other claims and will indemnify the Area Agency from any such liens or other claims.
- h. Visitation, Inspection Contractor's facilities, vehicles leased in this agreement, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of a funding source or the state or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services, and individuals served, as well as inspect and copy their contract-related books and records.
- i. Books and Records The Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records. Vehicle service records will be maintained in accordance with prescribed Area Agency policies and procedures.
- j. Termination
 - i. Mutual Agreement This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.
 - ii. Termination of Service Contract Upon termination of the Service Contract as identified on the Signature Page results in a termination of this Vehicle Lease Agreement.
 - iii. Cancellation for Conflict of Interest Pursuant to A.R.S §38-511 as may be amended, Area Agency may cancel this contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Area Agency is or becomes at any time while the contract or an extension of the contract is in effect an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when

the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this contract as provided in A.R.S §38-511 as may be amended.

- iv. Gratuities The Area Agency may, by written notice to the Contractor, terminate this contract in whole or in part if Area Agency determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.
- v. Suspension or Debarment Either party may, by written notice, immediately terminate this contract if either party has determined to have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contract shall immediately notify the Area Agency in writing.
- vi. Termination for Convenience The Area Agency reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the Area Agency without penalty or recourse. In addition, the Area Agency has the right to terminate the contract upon the Contractor's noncompliance which does or may jeopardize any Area Agency fund source requirements, standards, or expectations. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract per this provision by providing at least sixty (60) days written notice to the Area Agency President/CEO.
- vii. Termination for Default
 - 1. In addition to the rights reserved under the contract, Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.
 - 2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Area Agency on demand.
 - 3. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights there under without Area Agency's prior written approval.
 - 4. Area Agency may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable to the Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.
 - 5. Area Agency may immediately terminate this contract if the Area Agency determines that the health or welfare or safety of service recipients is endangered.
 - 6. For designated agencies, termination shall comply with the Older American's Act legislation.

- viii. Continuation of Performance Through Termination Area Agency and the Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.
- ix. Termination for Any Reason
 - 1. In the event the contract is terminated, with or without cause, or expires, the parties, shall assist each other in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
 - 2. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination of the contract or upon receipt of notice of termination of the contract, whichever is earlier.
- k. Return: Upon termination of the agreement or amendment to remove any vehicle from the agreement, Contractor agrees to return vehicles as follows
 - i. Vehicles shall be in operating condition per all city, state, federal laws and standards.
 - ii. Vehicles may not be in such a condition inconsistent with norms based on the year and mileage of the vehicle.
 - iii. Vehicle may not have body or interior damage without written approval from Area Agency.
 - iv. The condition the vehicles were received in will be considered when determining if the vehicles have been returned in a condition that is consistent with the norms based on the year and mileage of the vehicle.
 - v. Contractor shall remove any non-Area Agency signage as may have been adhered to the vehicle with approval from Area Agency.
- l. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)
- m. Israel. Area Agency certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in Ariz. Rev. Stat. § 35-383. of Israel.

2. INDEMNIFICATION

- a. Indemnification Public Agency Language Only: To the extent permitted by law, each party (as ‘indemnitor’) agrees to indemnify, defend, and hold harmless the other party (as ‘indemnitee’) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as ‘claims’) arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its’ officers, officials, agents, employees, or volunteers.
- b. Indemnification Clause: To the extent permitted by law the parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of the Area Agency and/or State as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence. *This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

3. INSURANCE

- a. Insurance Requirements: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Area Agency and State of Arizona, in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
- b. Additional Insured Requirements For the purposes of this contract, the identified agencies and specific language shall be identified as additional insured for all contract required insurance policies. The policies shall include or be endorsed to include the following provisions:
- i. Required Agencies
 - ✓ Area Agency on Aging, Region One Incorporated
 - ✓ State of Arizona and Department of Economic Security
 - ✓ Bridgeway Health Solutions
 - ✓ United Health Care
 - n/a Maricopa County Public Health Department
 - ✓ Mercy Care
 - n/a Total Transit Enterprises, LLC / Total Transit, Inc. / Veyo, LLC
 - ii. The policy shall be endorsed to include the following Additional Insured language: *"The Additional Insured agencies, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor and including involvement of owned, leased, hired, or borrowed vehicles by the Contractor"*.
 - iii. The Additional Insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
 - iv. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - v. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.
 - vi. The Additional Insured endorsement(s), where applicable to liability policies required under these provisions, and which extend policy rights to the Area Agency, shall insure only the vicarious liability to the extent stated in the Indemnification Clause.
- c. Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.
- i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
 - General Aggregate \$3,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Blanket Contractual Liability – Written & Oral \$1,000,000
 - Fire Legal Liability \$ 50,000
 - Each Occurrence \$1,000,000
 1. The policy shall be endorsed to include coverage for sexual abuse and molestation.
 2. Policy shall contain a waiver of subrogation against all agencies identified as Additional Insureds, their departments, agencies, boards, commissions, universities

and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

- ii. Business Automobile Liability Bodily Injury and Property Damage for any owned, hired, leased, and/or non-owned vehicles used in the performance of this Contract.
 - Combined Single Limit (CSL) \$1,000,000
 - 1. The policy shall be endorsed to include the following additional insured language: *The Additional Insured shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.*
 - 2. Policy shall contain a waiver of subrogation against the Additional Insured, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 3. This section, Business Automobile Liability, shall not be applicable in the event the Contractor (or its subcontractors) does not utilize a vehicle in any manner in the performance of this contract or if the utilization is used only for commuting purposes. In the event the Contractor (or its subcontractors) subsequently utilizes any vehicle in the performance of the contract or utilizes it for other than commuting purposes, this section, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.
- iii. Workers Compensation and Employers' Liability
 - 1. Workers' Compensation Statutory
 - 2. Employers' Liability
 - a. Each Accident \$ 500,000
 - b. Disease – Each Employee \$ 500,000
 - c. Disease – Policy Limit \$1,000,000
 - 3. Policy shall contain a waiver of subrogation against Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 4. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- iv. Professional Liability (Errors and Omissions Liability)
 - 1. Requirements as follows
 - a. Each Claim \$1,000,000
 - b. Annual Aggregate \$2,000,000
 - 2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - 3. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work and Service Specifications, work definitions, and other performance statements of this contract.
- v. Fidelity Bond or Crime Insurance
 - Bond Policy Limit \$100,000
 - 1. The bond or policy shall be issued with minimum limits of \$100,000.
 - 2. The bond or policy shall include coverage for all directors, officers, agents and

employees of the Contractor.

3. The bond or policy shall include coverage for third party fidelity.
 4. The bond or policy shall include coverage for theft and mysterious disappearance.
 5. The bond or policy shall contain no requirement for arrest and conviction.
 6. The bond or policy shall cover loss outside the premises of the Named Insured.
- d. Notice of Cancellation Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.
- e. Acceptability of Insurers Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Area Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements. Contractors or subcontractors submitting certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.
- f. Verification of Coverage
- i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form or equivalent form approved by Area Agency) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.
 - iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency contract number and contract description shall be noted or referenced on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- g. Subcontractors Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Area Agency separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified within this contract.
- h. Approval Any modification or variation from the Insurance Requirements in this contract shall be made by the Area Agency, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- i. Exceptions
- i. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
 - ii. In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in this section and contract, the Contractor may request that the insurance requirements be modified pursuant to paragraph 5.h. **Approval of this section**, provided that such request be delivered in writing to Area Agency at least ten (10) days prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

1. As provided in paragraph **5.h. Approval of this section**, the Area Agency President/CEO shall decide whether such modification may be permitted.
2. Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth fully in this **Section 5 Insurance**.

4. VEHICLE SERVICES AND OPERATIONS

- a. Services This Vehicle Lease Agreement The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor as specified on the Signature page of this agreement. This lease of vehicle(s) action is intended solely for and limited to the purpose of providing services as specified in the Service Contract.
- b. Facility(s) Services are limited to the sites as identified in the Service Contract Facility Location page.
- c. Vehicle Operation and Maintenance
 - i. Liabilities
 1. The Contractor is responsible for all liabilities in the operations, storage, use, or other activities involving each leased vehicle. Area Agency is not responsible for any losses or injuries caused by the use of the vehicle.
 2. The Contractor shall be liable for all fines, parking violations and any fines imposed by any governmental authority upon the vehicle or operator thereof during the term of this agreement.
 3. The Contractor shall not permit the vehicle to be used in violation of any federal, state, municipal statutes, laws, ordinances, rules or rules or regulations, or contrary to the provision of any applicable insurance policy.
 4. The Contractor shall keep the Area Agency fully informed of all claims, suits or proceeding arising out of any accidents or incidents involving each leased vehicle.
 5. The Contractor shall forward to the Area Agency a copy of every demand, notice summons or process received in connection with any and all claims, suits or other legal proceedings resulting from an incident/accident involving any leased vehicle.
 - ii. Operation Expenses The Contractor is solely responsible for costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.
 - iii. Maintenance Contractor is responsible to:
 1. Maintain the vehicle in safe and manufacturer standard of operation at all times. A vehicle may not be parked, inoperable through the duration of the agreement.
 2. Abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum.
 3. Keep written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage.
 4. Clean the vehicle regularly.
 5. Obtain, if applicable to the vehicle, an annual Federal Inspection and submit documentation of the Inspection to Area Agency.
 - iv. Alterations of Vehicle Upon prior approval by Area Agency, the Contractor shall have the opportunity to display signage of a removable nature on the vehicle. Contractor will make no other changes to the vehicle without prior written consent of the Area Agency. The Contractor shall not make any alterations, additions, or improvements to the equipment, which detract from its economic value or functional utility.
 - v. Accidents / Damage In the event the leased vehicle is involved in an accident, damage, or vandalism, Contractor shall make all repairs and restorations within a reasonable period of time, not to exceed three (3) months. Contractor shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.

- d. Personnel Requirements Contractor shall specifically certify staff as competent to operate vehicles as required by law and the following minimum standards:
 - i. All equipment operators will have a valid Arizona drivers license, a copy which will be on file with the Contractor and which may subject to inspection by the Area Agency. If a CDL (Commercial Drivers License) is required for equipment operation it will also be required to be on file for inspection.
 - ii. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.
 - iii. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.
- e. Evaluation & Monitoring: Area Agency may and the Contractor shall cooperate in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).
- f. Reporting Requirements
 - i. Semi-Annual Maintenance Report Contractor shall provide written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage on July 15th and January 15th.
 - ii. Accidents / Damage
 - 1. report the incident to the Area Agency Vehicle Fleet Representative within twenty-four (24) hours via telephone or email
 - 2. submit a written report of the incident to the Area Agency within three (3) days; and
 - 3. submit other documentation, reports, evidence as required or requested by Area Agency.

