

## Vehicle Lease Agreement

This lease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the City of Wichita/Wichita Transit with offices at 777 E. Waterman, Wichita, KS, 67202, hereinafter referred to as LESSOR, and COUNTY OF SEDGWICK on behalf of its Department on Aging (“SCDOA”), with offices at 271 W. Third Street, Suite 500, Wichita, KS, 67202, hereinafter referred to as LESSEE.

LESSOR hereby leases to the LESSEE, upon the terms and conditions of this lease and of the Grant (Federal Award Identification Number 1824-2017-5, dated August 23, 2017) specified in the 2017 FTA Master Agreement, as hereafter amended, and Subaward Agreement dated September 29, 2017, the following-described vehicle:

Year	Make	Model	Vehicle ID
2017	Dodge/Braun	Grand Caravan SE (Braun ADA Entervan)	2C7WDGBG0HR802294

The term of this lease shall commence on the day and year above first written and continue for four (4) years or 100,000 miles, whichever comes first. This term, which exceeds the period of performance provided in the subaward agreement entered into by the parties, is based on the anticipated useful life of the vehicle subject to this agreement and can be modified only by written agreement between the parties and in accordance with FTA useful life guidelines. At the end of such term, ownership of the subject vehicle shall transfer from LESSOR to LESSEE at zero cost due to LESSOR by LESSEE. At such time, LESSOR shall deliver proof of ownership documents to LESSEE, upon termination of this lease agreement as provided by Item 11 of Appendix A, General Provisions, attached hereto and which is incorporated herein by this reference.

LESSEE shall not utilize the vehicle for the purpose of providing charter services for the general public or any other organization and shall utilize the vehicle in a manner that does not compete with public or private transit carriers.

This lease shall not be assignable, nor may the vehicle described herein be subleased, without the express written permission of LESSOR. If LESSOR gives its permission for such assignment or sublease, the terms of this lease shall be incorporated into the assignment or sublease and binding on the parties thereto.

LESSEE agrees to comply with the requirements of Appendix A, General Provisions, attached to this lease, as well as all standard assurances and one-time submissions contained in of the Grant (Federal Award Identification Number 1824-2017-5, dated August 23, 2017) and Subaward Agreement dated September 29, 2017, incorporated by reference. The General Provisions require that LESSEE must comply with all relevant rules and regulations applicable to LESSEE regarding

the use of said vehicle including those contained in the Cost Reimbursement Subaward Agreement entered into by the parties and all Exhibits included therewith.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have duly executed this lease on the day and year above first written.

CITY OF WICHITA, KANSAS

COUNTY OF SEDGWICK

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Jeff Longwell  
Mayor

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Annette Graham  
Director, Sedgwick County Department on Aging

Attest:

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Karen Sublett  
City Clerk

Approved as to form:

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Jennifer Magana, Director of Law

## **Appendix A**

### **General Provisions**

1. LESSEE agrees to comply with the requirements of the FTA and all terms of the Grant (Federal Award Identification Number 1824-2017-5, dated August 23, 2017) specified in the 2017 FTA Master Agreement and Subaward Agreement dated September 29, 2017, which are incorporated by this reference as though fully set forth herein, which are binding on LESSOR, where such terms, rules, and regulations are applicable to LESSEE and its use of said vehicle and equipment.

LESSEE also agrees to be bound to the federal government by the same assurances made by LESSOR to the FTA with regard to compliance with statutes, regulations, administrative requirements, executive orders, Title VI of the Civil Rights Act of 1968, Section 223 of the Americans with Disabilities Act of 1990, all applicable federal regulations covering drug-free workplace and drug/alcohol testing, all equal employment opportunity and affirmative action program requirements, laws, and procedures. Other binding assurances adopted by LESSEE are listed in the FY 2017 Annual List of Certifications and Assurances and as amended annually in the Federal Register and are incorporated herein by this reference.

2. LESSEE hereby assumes and shall bear the risk of loss and damage to the vehicle from any and every cause whatsoever. In the event of loss or damage of any kind to the vehicle, or any part thereof, which loss or damage is not covered by insurance proceeds as set forth in paragraph 4(B) herein, LESSEE, at the option of LESSOR, shall:
  - A. Place the same in good repair, condition, and working order; or
  - B. Replace the same with a different vehicle in good repair, condition, and working order, which vehicle shall thereupon become subject to this lease; or
  - C. Pay LESSOR in cash the straight-line-per-annum depreciated value of said vehicle prior to the damage or loss, as mutually agreed by LESSOR and LESSEE. Upon such payment, this lease shall terminate with respect to the said damaged vehicle and LESSEE thereupon shall become owner thereof.
3. Notwithstanding any other agreements, LESSEE agrees to indemnify and hold LESSOR harmless from all legal liability with respect to bodily injury, death, property damage, or other liability laws arising from the negligence of LESSEE, its employees, officers, agents, and assignees in its use, maintenance and operation of each vehicle leased hereunder.
4. LESSEE shall:
  - A. At its own expense, maintain and provide liability, collision, and comprehensive insurance coverage with the following limits, or with higher limits if required by state law, during the term of this agreement:

i. Liability:

Bodily injury accident	\$500,000	each
Property damage accident	\$500,000	each

OR

Bodily injury and property damage liability accident (combined single limit)	\$500,000	each
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ii. Collision:

Actual cash value

iii. Comprehensive:

Actual cash value

B. In the event of any damage to the vehicle that is subject to this lease or to any damage to any property of LESSOR, the parties agree that a mutually agreed-upon third party adjuster will be utilized to adjust any losses.

5. LESSEE shall, at its own expense, pay all operating expenses necessary for the proper use and operation of each vehicle covered by this agreement. LESSEE shall also be responsible for all maintenance of the vehicle and related equipment in accordance with an FTA section 5310-compliant vehicle maintenance plan approved by LESSOR. Such maintenance shall be performed at factory-authorized maintenance facilities, LESSOR maintenance facilities, or at facilities approved by LESSOR, and in accordance with manufacturer's recommended schedules and procedures and FTA requirements. LESSEE shall maintain maintenance records on each vehicle, which shall be subject to inspection by representatives of LESSOR during regular business hours. Representatives of LESSOR and the FTA shall also have the right to inspect the vehicle from time to time during the term hereof to confirm that the vehicle is/are being properly maintained.
6. LESSOR has registered the vehicle. During the term of this Agreement, LESSEE shall, at its own expense, pay all storage charges, parking charges, and fines and shall also pay any fee imposed on each vehicle by any duly-constituted governmental authority as a result of the use of the vehicle by LESSEE. Upon termination of this Agreement, LESSOR will provide LESSEE with documentation needed to transfer vehicle title and registration with the State of Kansas. LESSEE shall be responsible for any related costs.
7. LESSEE is permitted to wrap the vehicle with SCDOA logos and information. No additional alterations, additions, or improvements shall be made to the vehicle without the

prior written consent of LESSOR. All additions and improvements of whatsoever kind or nature made to the vehicle shall immediately become the property of LESSOR and subject to the terms of this lease.

8. LESSEE shall inspect the vehicle within 24 hours after receipt thereof. Unless LESSEE, within said period of time, gives written notice to LESSOR specifying any defect in, or other proper objection to, the vehicle, LESSEE agrees that it shall be conclusively presumed, as between LESSOR and LESSEE, that LESSEE has fully inspected and acknowledged that the vehicle is in good condition and repair and that LESSEE is satisfied with and has accepted the vehicle in such good condition and repair. LESSEE acknowledges that it is not relying on any promise as to the fitness of the vehicle leased and that none has been made by LESSOR. LESSEE hereby waives any claim against LESSOR for maintenance expenses or other loss or damage to LESSEE as a result of the condition or performance of the vehicle leased. LESSEE shall permit LESSOR to inspect the vehicle subject to this agreement on an annual basis to assure the continued good condition and repair of subject vehicle.
9. LESSEE will not permit any person to operate the vehicle unless such a person is a qualified, competent, and careful licensed driver and is otherwise permitted by law to operate the vehicle described herein.
10. LESSEE shall keep satisfactory records with regard to the use of the vehicle to ensure compliance with FTA regulations and the terms and conditions of this lease and agrees to submit such records, along with the maintenance records required by paragraph 5 herein, on a quarterly basis, pursuant to the schedule set forth in Exhibit B in the Cost Reimbursement Subaward Agreement, to LESSOR during the term hereof. In addition, LESSEE shall permit authorized representatives of the City of Wichita, KS / Wichita Transit, U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of LESSEE relating to its performance under this lease.
11. This lease is irrevocable for the full term hereof and shall not be terminated or cancelled by LESSOR or LESSEE except as follows:
  - A. LESSEE will have the option to cancel this lease upon thirty (30) days' written notice should the LESSEE become financially unable to provide funds for the operation of said vehicle.
  - B. LESSEE shall be obligated to immediately return the vehicle to LESSOR without notice, should LESSEE fail to provide transportation in compliance with FTA regulations or should LESSEE fail to fully comply with the terms and conditions of this lease.
  - C. LESSOR and LESSEE may agree to terminate this lease for their mutual convenience.

- D. Under any cause for termination, LESSEE will be subject to the performance and financial obligations created under Paragraph 2 of these General Conditions to the extent applicable.
12. This lease is, and is intended, to lease said vehicle, and LESSEE does not hereby acquire any right, title, or interest whatsoever, legal or equitable, in said vehicle or equipment except as provided in this agreement. LESSOR shall not be deemed a joint venturer with LESSEE in the operation of said vehicle, and LESSOR and LESSEE agree that LESSOR shall not have right of control of the use of the vehicle leased except as set out herein.
  13. This lease shall be governed by and construed under the laws of the State of Kansas.
  14. LESSOR's failure to strictly enforce any provisions of this lease shall not be construed as a waiver thereof or as excusing LESSEE from future performance.
  15. Notices provided for hereunder shall be deemed given when sent by email and certified mail to the signatories of this lease at the addresses of LESSEE and LESSOR as contained in this lease or to such person and address as either party shall notify the other in writing.
  16. This lease constitutes the entire agreement between the parties hereto, and any changes or modifications of this lease must be in writing and signed by the parties hereto.