

AGREEMENT # _____ BETWEEN

AND LANE TRANSIT DISTRICT FOR
VEHICLE LEASE

This Agreement entered into _____, by Lane Transit District, hereinafter referred to as "LTD," and _____, hereinafter referred to as "Lease Holder"; beginning _____, and ending _____.

1. Lease Holder

The Lease Holder under this Agreement is located at address, with telephone number _____.

2. Statement of Work

a. LTD agrees to lease one (1) vehicle, as specified below, to be used to provide special transportation services to eligible participants within Lane County:

Year/Make/Model:

VIN #:

License #:

Total Purchase Price:

Local Match:

Local Match Paid By:

b. The Lease Holder will pay LTD **\$50.00** each year for the lease of the aforementioned vehicle for the period covering _____, through _____, with payment due on the onset of the original agreement and by _____ for each subsequent fiscal year (July 1 through June 30).

c. All persons authorized by the Lease Holder to operate the vehicle shall be appropriately trained and licensed to do so by the Lease Holder. The Lease Holder is responsible for conducting driver record checks through the Department of Motor Vehicles (DMV) on each driver and determining a clear driving record prior to operating a vehicle.

d. The Lease Holder shall accurately maintain information on the vehicle throughout the duration of the lease and will report monthly, quarterly, and annually as per the schedule established by LTD in compliance with state and federal reporting requirements.

- e. The Lease Holder shall provide all registration, licensing, fuel, maintenance, and servicing for the vehicle and wheelchair lift during the period of this lease utilizing, at a minimum, a manufacturer-approved maintenance and service schedule.

3. Hold Harmless

The Lease Holder shall defend, save, and hold harmless LTD and the State of Oregon, their officers, agents, employees, and members from all claims, charges, suits, attorney's fees, or actions of whatsoever nature resulting from or arising out of the activities or omissions of the Lease Holder or its agents or employees under this Agreement.

The Lease Holder agrees that it is independent in its relationship to LTD and the State of Oregon and that LTD and the State of Oregon have no further financial responsibility to pay consideration for the service.

This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10, of the Oregon Constitution and the Oregon Torts Claim Act, ORS 30.260 to 30.300.

4. Amendments

This Agreement constitutes the entire agreement between the parties. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Lease Holder, by the signature below of its authorized representative, hereby acknowledges that the Lease Holder has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

5. Compliance with Laws, Regulations, Ordinances

The Lease Holder agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to this Agreement. The Lease Holder and each of its employees will comply with all pertinent legal requirements regarding license, certification, permits, and insurance. This Agreement shall be governed and construed in accordance with laws of the State of Oregon. The Lease Holder specifically agrees that the provisions of ORS 391.800-391.830, along with OAR, Chapter 732, Division 5-Public Transit Division, govern the performance of this Agreement.

- a. Non-Discrimination. The Lease Holder will comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252; 42 USC 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A), issued pursuant thereto. The Lease Holder shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement.
- b. Equal Employment Opportunity. The Lease Holder will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented by Department of Labor regulations (41 CFR, Part 60).

- c. Safety Jurisdiction. The Lease Holder will correct any condition which LTD, the State of Oregon, or the Federal Transit Administration (FTA) believes “creates a serious hazard of death or injury” in accordance with Section 22 of the Federal Transit Act of 1964, as amended.
 - d. Workers’ Compensation. The Lease Holder and all employers working under this Agreement are subject employers under the Oregon Workers’ Compensation law and shall comply with ORS 656.017, which requires employers to provide workers’ compensation coverage for all subject workers.
 - e. Americans with Disabilities Act. The Lease Holder shall comply with the Americans with Disabilities Act of 1990 and 49 CFR, Parts 37 and 38.
 - f. Public Contracting Requirements. The Lease Holder specifically agrees that the provision of ORS 279.312, 279.314, 279.316, 279.320, and 279.733 shall govern the performance of this Agreement.
 - g. Record Keeping. All fiscal records shall be maintained pursuant to accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken. All required records shall be retained for at least three (3) years after audit and conclusion of all pending matters. The Lease Holder further agrees to provide access to any books, documents, papers, and records of the Lease Holder which are pertinent to this Agreement and, further, to allow the making of excerpts, transcripts, or performing audits or examinations thereof. Such access shall be freely allowed to LTD, the Oregon Department of Transportation, the Secretary of State's Office of the State of Oregon and their duly authorized representatives during regular business hours.
 - h. Confidentiality. The Lease Holder and its agency, employees, and subLease Holders shall keep all such records confidential. Such confidential status shall be in compliance with the requirements stated in 45 CFR 205.50 and 42 CFR 431, subpart F.
6. Insurance and Indemnification
The Lease Holder shall maintain insurance or self-insurance as will be adequate to protect the Lease Holder, drivers and other staff, program participants, and equipment throughout the period of use. The Lease Holder shall be responsible for the cost of insurance including all deductibles or self-insured retentions.

The Lease Holder agrees that it will, at all times during the terms of this Agreement, keep in force general liability and automobile liability for bodily injury and property damage in the amount of at least \$1,000,000 combined single limit arising from any one occurrence. The Lease Holder will carry collision and comprehensive coverage for all vehicles leased from LTD.

If the Lease Holder is subject to the Oregon Tort Claims Act, it may provide and maintain an equivalent registered self-insurance program. The Lease Holder shall furnish LTD with written verification of the existence of such liability insurance policy (policies) or registered self-insurance program upon execution of this Agreement.

Insurance policy (policies) shall not be canceled by the Lease Holder without thirty (30) days' prior written notice to LTD. In the event of unilateral cancellation by the insurance company of any insurance policy (policies) referred to in this section, the Lease Holder will notify LTD verbally within 24 hours and in writing within ten (10) days as to the company's action.

LTD and the State of Oregon shall be listed as an additional insured on all such policies and LTD shall have a current Certificate of Insurance, provided by the Lease Holder, on file at all times throughout the duration of this Agreement.

7. Excusable Nonperformance

Parties to this Agreement will not be held responsible for delay or default in performance under this Agreement if the delay or failure to perform is caused by fire, epidemic, strike, natural disaster, the public enemy, legal act by a public authority, or unforeseen delay or default by a common carrier which is beyond the Lease Holder's reasonable control.

8. Termination and Disputes

After June 30, 2010, the Lease Holder shall either (a) return the vehicle to LTD in good operating condition given reasonable wear and tear for the age of the vehicle, or (b) enter into a continuation of the lease agreement for a designated period of time.

a. Termination for Convenience. The parties may (1) terminate this Agreement at any time by mutual consent, or (2) terminate this Agreement within thirty (30) days' written notice to the other party. Neither type of termination changes any obligation or right that accrues to any party before the termination.

b. Termination for Cause. LTD may terminate the whole or any part of this Agreement immediately, effective upon delivery of written notice to the Lease Holder, or at such later date as may be established by LTD, under any of the following conditions:

- (1) If any license or certificate required by law or regulation to be held by the Lease Holder to provide the services required by this Agreement is for any reason denied, revoked or not renewed;
- (2) If LTD finds that the Lease Holder abused or neglected a client or placed a client's health, safety or welfare in immediate jeopardy;
- (3) If the Lease Holder takes any action pertaining to this Agreement without approval of LTD and, which under the provisions of this Agreement, would have required LTD's approval; and
- (4) If the Lease Holder is in default under any provision of this Agreement.

c. Disputes. The rights and remedies of LTD provided in the above clause related to defaults (including breach of agreement) by the Lease Holder shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of LTD to collect any payment due under this Agreement or to obtain performance of any kind under this Agreement, the Lease Holder agrees to pay such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred therein.

10. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed on their behalf by their authorized representatives on the date and year set below their respective signatures.

LANE TRANSIT DISTRICT

By: _____
Kenneth P. Hamm

By: _____

Title: General Manager

Title: _____

Dated: _____

Dated: _____