

LEASE AGREEMENT BETWEEN
LINCOLN COMMUNITY HEALTH CENTER
AND THE CITY OF DURHAM FOR
TRANSPORT OF PARATRANSIT (ADA) CLIENTS

This Lease Agreement ("Lease") is made and agreed to, this ____ day of _____, 2015 by and between the City of Durham (herein "City"), and the Lincoln Community Health Center, Incorporated (herein "Lincoln"). Durham and Lincoln may be individually referred to in this Agreement as "Party" and collectively as "Parties."

The City intends to lease four (4) of its lift-equipped paratransit vehicles to Lincoln to enable Lincoln to transport some of the City's paratransit ADA clients who are currently being transported by the City's paratransit service. Lincoln is interested in leasing four (4) vehicles from the City and providing this service on the City's behalf. Lincoln is expected to operate three vehicles and use the fourth one as a spare vehicle.

WHEREAS, the City is currently providing medical transportation to several of Lincoln's clients under the City's paratransit ADA service; and

WHEREAS, Lincoln is currently leasing vehicles from a third party to transport its clients; and

WHEREAS, Lincoln agrees to transport the City's paratransit ADA service clients who visit the Lincoln facilities at no cost to the City if they could eliminate said leasing; and

NOW THEREFORE, the Parties agree to the following conditions and terms:

- 1 The City will lease four (4) handicapped accessible Light Transit Vehicles or vans used by the ACCESS service, considered as nearing their useful life and classified as surplus fleet to Lincoln for a price of \$1 a year for each vehicle, for up to 5 years, for a total of \$20. A brief description and identification of each of these vehicles is attached and provided in Exhibit A, "Vehicle Description and Identification" (hereinafter, "Vehicles"). The Vehicles are Light Transit Vehicles or Vans that are designed for Paratransit services, are road worthy, and ADA compliant with accessible lifts. The City, in its sole discretion, agrees to replace these Vehicles as needed and when replacements vehicles are available, and as long as the agreement is in effect.
2. Lincoln having inspected the Vehicles agrees that they are in good repair and are fit for their intended use as of the beginning of the term of this Agreement. Lincoln shall be responsible for all damages to the Vehicles and perform all necessary maintenance and repairs on the Vehicles in accordance with DOT and FTA regulations during the term of this Lease. If the City is required to perform maintenance and repairs on the Vehicles during the term, Lincoln will be charged for the actual cost of such required repair and maintenance. Lincoln shall reimburse the City within fifteen (15) days of billing by the City. Lincoln shall compensate the City for damage to the Vehicles caused by all negligent, willful, or intentional acts and omissions by the Lincoln and any of Lincoln's agents, invitees, licensees, and contractors.

- 3 Lincoln agrees to transport all of the City's paratransit ADA clients to the Lincoln facility at no charge to the City. The Vehicles will be licensed and tagged by the City. Lincoln shall carry insurance for each Vehicle that will consist of the following minimum coverage: \$500,000 for Auto Liability and \$500,000 for Comprehensive and Collision insurance. The City shall be named as additional insured under those policies. Further, Lincoln agrees to hold the City harmless from any and all claims that may arise from the use of these Vehicles. At the request of the City, Lincoln shall provide a Certificate of Insurance acceptable to the City in order to evidence insurance coverage.
- 4 The Vehicles will only be driven by DOT and FTA approved drivers who are Lincoln employees and who will be subjected to random drug and substance abuse testing as stipulated by the DOT and FTA regulations and guidelines regarding such drivers.
- 5 Lincoln agrees to return the Vehicles to the City at the end of the Lease in like condition, normal wear and tear excepted.
- 6 It is the expectation of the parties that up to 1500 of the City's paratransit ADA service trips a year will be provided by Lincoln with a potential to increase to approximately 1800 a year over the course of 5 years.
- 7 All City paratransit ADA service clients referred to Lincoln for transportation will remain on Lincoln's transportation roster for the duration of this Lease for all of their Lincoln-based transportation needs.
- 8 Lincoln agrees to provide monthly reports to the City by the 15th of the month indicating the number of trips provided for all City paratransit ADA service clients by name.
- 9 This Lease shall automatically renew for successive one (1) year periods for a maximum term of 5 years, unless either Party provides at least a six (6) month advance written notice of termination prior to the automatic annual renewal. The agreement expires on the 5th anniversary of the date of commencement.
10. Notice. (a) This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

Mark Ahrendsen, Department of Transportation
City of Durham
101 City Hall Plaza
Durham, NC 27701-3329
The fax number is (919) 560-1534.
Email:Mark.Ahrendsen@durhmc.gov

To the Lincoln:

Claretta Foye
1301 Fayetteville Street
Durham NC 27705 The fax number is (919) _956-4013.
Email: Claretta.foye@duke.edu

(b) Change of Address. Date Notice Deemed Given. A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

11 INDEMNIFICATION. (a) To the maximum extent allowed by law, Lincoln shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Lease or out of the use of the Vehicles pursuant to this Lease. In performing its duties under this subsection "a", Lincoln shall at Lincoln's sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" and "c" of this section,

"Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, settlements, and expenses (included within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item).

"Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, and does not include Lincoln. (c) Limitations of Lincoln's Obligation. Subsection "a" of this section shall not require Lincoln to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

12 The parties agree that the effective date for the commencement of the Lease will be November 1, 2015 until October 31, 2020

13 The parties agree to meet and review the performance of the program on an annual basis, and at that time, make necessary operational recommendations that may further enhance the program.

14 Lincoln agrees to comply with all federal, state and local laws and regulations applicable to the provision of the public mass transit services described herein.

Agreed to and executed by the Parties by their duly authorized representatives:

ATTEST:

CITY OF DURHAM

By: _____

Pre-audit certificate, if applicable _____

Lincoln Community Health Center, Incorporated

By: _____ (SEAL)

Title of officer: _____

State of _____

ACKNOWLEDGMENT BY CORPORATION

County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and stated that he or she is(strike through the inapplicable:) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of LINCOLN COMMUNITY HEALTH CENTER, INCORPORATED, a corporation, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing contract or agreement with the City of Durham. This the _____ day of _____, 20_____.

My commission expires:

Notary Public

EXHIBIT A

Vehicle Description and Identification

Van #	Ownership	VIN	Year	Make	Model	Tag #	Type	Chassis
8	CITY	1FT2S34L98DB16973	2008	FORD	E-350	10109-T	H Van	High-top
11	CITY	1FT2S34LX8DA63927	2008	FORD	E-350	10108-T	H Van	High-top
F-53	CITY	1FTSS34L66DA71939	2006	FORD	E-350	75867-S	H Van	High-top
*F-48	CITY	1FTSS34L46DA71937	2006	FORD	E350	75866-S	H Van	High-top

*Out of Service