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17-0047

City of Manitowoc Vehicle Lease

WHEREAS, the City of Manitowoc purchased vehicles with a grant from the "Section 5311" Program of the Federal Transit Administration (F.T.A.); and

WHEREAS, it is proposed that said vehicles be leased from the City of Manitowoc by Assist-To-Transport, L.L.C. located in the City of Manitowoc, Wisconsin, and operated by said Lessee under the terms of certain licenses granted by the City and its agreement to provide paratransit service dated February 20, 2012 and any successor agreements, copies of which documents are attached hereto and incorporated herein by reference.

NOW, THEREFORE, it is agreed by and between the City of Manitowoc, as Lessor and Assist-To-Transport, L.L.C. as Lessee, as follows:

The Lessor shall and does hereby lease the following vehicles to the Lessee for a period of two years, ending December 31, 2018, on the following terms and conditions:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN Number</u>
2011	Ford	Mini-Bus	1FDEE3FLXBDB14797
2011	Ford	Mini-Bus	1FDEE3FL1BDB14798
2011	Ford	Mini-Bus	1FDEE3FL1BDA63528
2015	Ford	Mini-Bus	1FDEE3FL6FDA12273
2016	Ford	Mini-Bus	1FDEE3FS6GDC49242

1. Lessee shall lease said vehicles and operate the same in accordance with its authority to operate paratransit service in the City of Manitowoc and surrounding area pursuant to the licenses and agreement set forth therein, copies of which are attached hereto and incorporated herein by reference.
2. Title to the vehicles shall be in the name of City of Manitowoc with Assist-To-Transport named on the registration as Lessee. The Lessee may not sublease these vehicles.
3. The vehicles shall only be used by the Lessee for providing paratransit service in accordance with its operating assistance contract referred to above.
4. The Lessee shall immediately notify the City if the vehicles are no longer used in the provision of paratransit service. The Lessee shall also keep satisfactory records with regard to the use of equipment and submit to the City upon request such information as may be required by the City to assure compliance.
5. The Lessee shall perform preventive maintenance on the vehicles and any ADA (Americans with Disabilities Act) accessibility equipment installed on the vehicles at a level no less than the manufacturer's recommended specifications. The vehicles shall be maintained in good operating order.

6. The Lessee shall make the vehicles available to the Wisconsin Department of Transportation (Department) and the City upon demand for the purpose of an annual verification or other inspections deemed necessary by the Department or City.
7. A certificate of insurance listing each coverage below shall be filed with the City Clerk prior to any operation of said vehicles:
 - (a) the vehicles shall be insured for damage or loss from fire, theft, collision, and shall contain a comprehensive damage provision.
 - (b) the vehicles shall be insured for liability for personal injury and property damage for not less than \$1,000,000.00 combined single limit policy. The City shall be named coinsured.
 - (c) the collision insurance shall provide for a deductible of not more than \$1,000.00.
 - (d) the Lessor shall be named as an additional insured on the liability policy and all other policies shall contain a provision providing for loss to be payable to the Lessor as its interest may appear.
8. Lessor reserves the right to require the Lessee to restore the vehicles or pay for damages to the vehicles because of abuse or misuse of such vehicles with Lessee's knowledge and consent.
9. Lessee shall pay the Lessor, as lease payments for said vehicles, the annual sum of \$1.00. The sum total of the lease payments received by the City over the life of the vehicles cannot exceed the local share contributed at the time the vehicles were purchased.
10. In the event of a default on the part of the Lessee in the payment of its lease required hereunder, or by its failure to perform any of its other obligations under this agreement, the Lessor may, at its option, declare this lease terminated and may take immediate possession of the vehicles leased hereunder, without notice.
11. The parties agree that this agreement supersedes any and all previous Vehicle Lease Agreements between the parties.

This agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns.

Dated this ____ day of January 2017.

City of Manitowoc

Lessee _____

By _____
Justin M. Nickels, Mayor

By: Stephen J.M.Roekle, Managing Member

Attest _____
Jennifer Hudon, City Clerk