

**VEHICLE LEASE AGREEMENT  
(FOR PROVIDING OF VEHICLES BY SUMTER COUNTY BOARD OF COUNTY  
COMMISSIONERS TO MTM TRANSIT, FOR USE IN PROVIDING OF TRANSPORTATION  
SERVICES)**

**THIS VEHICLE LEASE AGREEMENT** (“Agreement”) is made effective \_\_\_\_\_ by and between **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS** Hereafter (“COUNTY”), whose principal offices are located at, 7375 Powell Road Wildwood FL 34785

**And Medical Transportation Management (MTM) Transit** Hereafter (“OPERATOR”), whose principal offices are located at, 16 Hawk Ridge Drive, Lake Saint. Louis, MO 63367.

**WHEREAS;** in 2020 the COUNTY issued Request for Proposal #003-0-2020/RS (the RFP) requesting a third party to provide for and in behalf of the COUNTY transportation services. The OPERATOR was the successful bidder for the RFP.

**WHEREAS;** on or about August 18, 2020 the COUNTY and the OPERATOR entered into a Standard Operator Contract (“CONTRACT”), pursuant to which the OPERATOR was to provide for in behalf of the COUNTY transit services.

**WHEREAS;** the RFP provided in Section 5, Scope of Work, that the OPERATOR would have available to use the COUNTY transit vehicles necessary for the services. The OPERATOR must provide vehicle insurance. The COUNTY will retain ownership of its vehicles and continue to provide preventative maintenance for the vehicles listed on inventory, Attachment “A” through the contract period. The initial contract is for two-year period with three one-year optional extensions.

**WHEREAS;** the parties wish to enter into this Agreement to provide for the use of all the vehicles by the OPERATOR

**NOW, THEREFORE;** in consideration of the provisions herein set forth, the parties do hereby agree as follows.

1. **RECITALS:** The Recitals set forth above are hereby incorporated into this Agreement.
2. **DEFINITIONS:** Unless defined in this Agreement, capitalized terms contained herein shall have the meanings set forth in the executed Standard OPERATOR “Contract” of the RFP, as the case may be.
3. **LEASE OF VEHICLES:** Pursuant to the terms and condition of this Agreement, the COUNTY has and will provide to the OPERATOR delivery and use of the vehicles for use by the OPERATOR in providing the services.
4. **TERMS:** This agreement is effective as of the Elective Date Herein and subject to termination as hereinafter set forth shall be for a period coinciding with the terms of the Contract including any options to extend as may be provided. The parties understand that the Contract currently expires August 17, 2023. This Agreement may in any event be terminated by either party by giving ninety day written notice of said termination or any other of the “Termination Conditions” listed in the Contract.

5. **RENTAL:** For each vehicle so provided by the COUNTY hereunder the OPERATOR shall pay to the COUNTY the annual rental of ONE DOLLAR (\$1.00) each due to the COUNTY on August 17 of each Contract year.
6. **TITLE:** Title to the vehicles shall remain with the COUNTY (or the Florida Department of Transportation (FDOT)) at all times and the OPERATOR shall have no right, title, or interest therein except the possessory right expressly set forth in this Agreement.
7. **USE AND MAINTENANCE OF VEHICLES:** The OPERATOR agrees as follows with respect to the vehicles that it uses hereunder:
  - A. The OPERATOR agrees to at all times keep the vehicles free and clear of any and all claims liens and encumbrances and shall at its sole expense protect and defend COUNTY's/FDOT's title to the vehicles and right of possession against all others. This Agreement is intended to be an agreement for the vehicles only, is not, and shall not be deemed a sale and security agreement, conditional sale contract, or other such instrument of conveyance. The operator will operate the vehicles to serve the best interest and welfare of the COUNTY and the public.
  - B. The OPERATOR will maintain the vehicles at a high level of cleanliness, safety, and mechanical soundness under the required maintenance procedures. The COUNTY and/or Federal Transit Administration and/or the State of Florida, and/or their designees shall have the right to conduct periodic maintenance inspections for confirming the existence condition and the proper maintenance of the vehicles.
  - C. The OPERATOR shall pay for all costs of repair to the vehicles for damage from collision, vandalism, misuse, or any other cause other than normal maintenance, which occur while vehicles are in the possession of the OPERATOR or its employees or agents, excluding normal mechanical maintenance problems or damages resulting from improper vehicle maintenance. The OPERATOR shall complete repairs for any such damages with 30 days of occurrence. The COUNTY shall be responsible for all cost of repairs to vehicles from damages from any cause occurring while such vehicle is in the possession of the COUNTY or its employees or agents (other than the OPERATOR).
  - D. Vehicles will not be removed from service prior to a minimum of five years and/or 200,000 miles for all busses in the fleet unless mutually agreed upon in writing by all parties.
  - E. The OPERATOR shall use the vehicles solely to provide the Paratransit and Deviated Fixed-Route service to older adults, people with disabilities, rural transit riders, and for no other purposes whatsoever, unless expressly authorized in writing by the COUNTY.
  - F. The OPERATOR shall maintain the vehicles in good repair, condition, and working order. Maintenance shall include daily interior and at the minimum weekly exterior cleaning. The OPERATOR shall not be responsible for the depreciation resulting from the authorized use thereof. The OPERATOR shall make no addition, alterations, removal or attachments to the vehicle unless approved in writing in advance by the COUNTY.
  - G. The OPERATOR shall assure only a fully qualified, competent, licensed driver operates each vehicle. OPERATOR shall require each driver to have a good driving record and to operate with all care and diligence to prevent loss and damage of any nature. All costs associated with operations of the vehicles shall be borne solely by the OPERATOR.
  - H. The OPERATOR agrees not to tamper with or disable the odometer, hub meter or hour meter, 24/7 video equipment, cellular tablets, and/or radio equipment of the vehicles (if any) during the term of this Agreement and to notify the COUNTY immediately upon the failure of one of these components during the term of this Agreement.

- I. Upon the expiration or termination of this Agreement, the OPERATOR will return the vehicles (and all associated equipment) to the COUNTY in the same condition they were in when delivered to the OPERATOR, subject to reasonable wear and tear.
8. **Indemnification:** OPERATOR shall indemnify and hold the COUNTY harmless against and from any and all liability, damages, claims, actions or causes of actions (“liabilities”) arising out of the use by the OPERATOR of the vehicles, including but not limited to, liabilities whether resulting from or in the nature of contract, tort, strict breach of warranty, whether involving personal injury, property damages, or death or otherwise, regardless of whether such damages, claims actions or causes of action are the results of negligence by OPERATOR. In the event the COUNTY shall receive any insurance payment or settlement under insurance policies obtained by OPERATOR in connection with the forgoing, the OPERATOR shall be entitled to credit therefore. This indemnification shall also include all cost and expenses of whatever nature, including reasonable attorney fees incurred out of court, in the trial court, on appeal, or in bankruptcy, or administrative proceedings, to the extent that such cost, expenses, and fees are not necessitated but the COUNTY’s negligent actions. The provision of the Section shall survive the expiration or termination of this Agreement.
  - A. Risk and Loss: OPERATOR assumes the entire risk of loss from any and every cause whatsoever of the vehicles in the event of loss, which shall be determined by the COUNTY in COUNTY’s sole discretion. OPERATOR shall be responsible for repairing all damage to the vehicles while in their possession.
  - B. In cases OPERATOR shall fail to repair replace or pay for the vehicle(s) the COUNTY may repair or replace each vehicle so damaged at the COUNTY’s expense and the COUNTY may charge all amounts so incurred by the COUNTY as additional rental, which shall be deducted from the OPERATORS monthly invoice to the COUNTY. After compliance with the foregoing to the COUNTY’s satisfaction, and provided the OPERATOR is not in default under this Agreement, OPERATOR shall be subrogated to the COUNTY’s rights with respect to any insurance policies or claims for reimbursement by others.
9. **REPORTING DOCUMENTS:** OPERATOR shall submit to the COUNTY monthly audit reports reflecting actual revenue miles, actual vehicle miles, damage repair reports, fuel usage reports and any other such reports the COUNTY may require. The COUNTY reserves the right to conduct field audits of vehicles and daily inspection sheets to determine compliance.
10. **DELIVERY OF VEHICLES:** OPERATOR shall be responsible for all phases of the delivery and return of the vehicles under this Agreement from/to the COUNTY. At least 45 days prior to any expiration or termination of this Lease, the parties shall conduct a joint inspection of the vehicles to identify mutually-agreed upon defects needing to return of the vehicles to the COUNTY. All mutually agreed upon defects will be identified in writing. OPERATOR shall repair all agreed upon defects prior to the effective date of termination of the lease. The parties shall conduct a final inspection of the vehicles the day before the effective date of termination. In the event OPERATOR has completed the mutually agreed upon repair for any vehicle, the COUNTY shall accept the vehicle “as is” and the OPERATOR shall no longer be responsible for the repair or replacement of the vehicle.

**11. MAINTENANCE OF VEHICLES:** The COUNTY shall be responsible for all routine, preventative, and major repairs to the vehicles under this Agreement. The OPERATOR will be notified in a timely manner of the scheduled Preventative Maintenance (PM) for each vehicle. It will be the responsibility of the OPERATOR for the delivery and pickup of the vehicles schedules for PMs at the Public Works Department locations at 319 E Anderson Ave, Bushnell FL 33513 or 7353 Powell Rd Wildwood FL 34785. The COUNTY will maintain all vehicles utilized by the OPERATOR in support of this Agreement. The COUNTY will perform service and repairs in accordance with the following standards. Repairs shall include major repairs unless a vehicle has exceeded its allowable mileage under customary industry standards, which in that case the COUNTY shall not be required to make major repairs. COUNTY shall not be responsible to repair damage to vehicles caused by a crash, incident or vandalism, which occurs while the vehicles are in the possession and control of OPERATOR. The COUNTY will specifically provide the services listed below

- Purchase of parts for any vehicle repairs
- Purchase of tires, fluids and batteries
- Purchase of any shop tools and equipment
- Purchase of first aid kits, spill kits, fire extinguishers and warning triangles for new vehicles with replacement of such items being the responsibility of the OPERATOR.
- Recertification of fire extinguishers
- Provision of towing services
- Pay for fluid or environmental disposal fees
- Outside services related to vehicle maintenance or cosmetic damages occurring prior to the effective date of the Agreement, and for which the COUNTY is otherwise responsible.
- Update MSDS sheets
- Prepare maintenance reports
- Perform maintenance duties related to road calls in coordination with OPERATOR.
- Provided reports directly related to vehicle maintenance
- Repair inoperable interior and exterior lights, doors and latching devices, wheel chair lifts, seat belts and securing devices, horn and all standard safety features such as hazard flashers.
- Repair all broken mirrors, windows, and body damages
- Repair broken seats and upholstery
- Repair vehicle leaks and defects in the exhaust system
- Keep complete vehicle maintenance records for each vehicle
- Provide and affix COUNTY decals. Other OPERATOR requested decals or lettering, must be approved by COUNTY and paid by the OPERATOR.

**12. DEFAULT:** If the OPERATOR shall fail to perform any obligations or covenant herein and shall default continues for ten days within notice thereof to OPERATOR by the COUNTY, such event shall constitute an event for default hereunder, and the extent permitted by applicable law, the COUNTY shall have the right to immediately exercise termination of this Agreement, and demand the immediate return of all vehicles subject to this Agreement to the COUNTY facility located at 319 E Anderson Ave, Bushnell FL 33513, or to an alternate location that the OPERATOR and the COUNTY may agree upon. All vehicles shall be returned in the condition provided for in this Agreement.

13. **INSURANCE:** OPERATOR shall, at all times carry General Liability (GL), Auto Physical Damage (as specified by County per vehicle), Auto Liability and Workers Compensation Insurance (WC) pursuant to the insurance requirements in RFP # 003-0-2020/RS, naming Board as an additional insured in each such policy and also provide an Endorsement for Waiver of Subrogation on General Liability and Auto Liability. OPERATOR will be responsible for payment of all deductibles.
14. **ASSIGNMENT:** OPERATOR may not assign or transfer any of its rights or obligations under this Agreement or sublet the vehicles to another party, without prior written consent of the COUNTY. If the COUNTY consents to such an agreement, the OPERATOR will remain liable for performance under this Agreement.
15. **TERMINATION OF AGREEMENT:** Notwithstanding anything herein to the contrary, the COUNTY may, at its sole option, terminate this Agreement prior to its expiration by giving a 90-day written notice to the OPERATOR. In such case, the OPERATOR shall on or before the end of said ninety 90-day period return the vehicles to the COUNTY facility location that the OPERATOR and the COUNTY may agree upon, all in condition as provide for in this Agreement. This Agreement may be terminated if any of the "Termination Conditions" listed in the Contract are met.
16. **MISCELLANEOUS PROVISIONS:**
1. If the COUNTY waives or delays enforcing any of its rights under this Agreement, it will not affect the COUNTY's ability to enforce its right afterward
  2. Notice under this Agreement must be in writing, properly addressed, and mailed U.S Mail certified, return receipt requested and will be effective upon receipt.
  3. This Agreement shall constitute the entire agreement between the parties and may not be changed except by an instrument in writing signed by both parties.
  4. The laws of the State of Florida govern this Agreement.
17. **WARRANTIES:** The OPERATOR acknowledges that the COUNTY is not the manufacturer, the agent of the manufacturer or the distributor of the vehicles hereunder. The COUNTY makes no warranty or representation express or implied as to the fitness, safeness, design, merchantability, condition, quality, capacity, or workmanship of the vehicles nor any warranty that the vehicles will satisfy the requirements of any law or contract specification, and as between OPERATOR and COUNTY, the OPERATOR agrees to bear all such risks at the sole risk and expense. The OPERATOR specifically waives its rights to make claim against the COUNTY for any vehicle for breach or any warranty of any kind whatsoever and as to the COUNTY, OPERATOR leases the vehicles "as is." In no event shall the COUNTY be liable for special incidental, nor consequential damages whatsoever or howsoever causes.
18. **FORCE MAJEURE AND NO CONSEQUENTIAL DAMAGES:** The COUNTY shall not be liable for any failure or delay in delivery of any vehicle or for any failure to perform any provision thereof, resulting from fire or other casualty, riot, strike, or labor difficulty, governmental regulation, or restriction, or any cause beyond OPERATOR's control. In no event shall the COUNTY be liable for any inconveniences, loss of profits, or any other consequential, incidental, or special damages resulting from any defects or any theft, damage, loss of failure of any asset, and there shall not be any abatement of off set of monthly charges because of the same.

19. **SOVEREIGN IMMUNITY:** The parties are aware and understand that the COUNTY as a public entity, is entitled to the benefits of sovereign immunity, in accordance with Florida Law, and nothing contained in this Agreement shall constitute any decision or statement by the COUNTY that it waives or attempts to waives any of its rights or privileges under sovereign immunity.
20. **ADDITIONAL REPLACEMENT VEHICLES:** This Agreement applies to all the vehicles describes in Exhibit "A" attached hereto. In the event the COUNTY should provide to the OPERATOR other vehicles in replacement of the current fleet, the COUNTY will have the right to have those replacement vehicles also subject to this Agreement and the parties will execute an appropriate addendum to this Agreement identifying those other vehicles. The OPERATOR will assist COUNTY in determining future requirements for vehicles that may be procured under Federal Transit Administration (FTA) or other agency grant programs.
21. **STATUS OF CONTRACT/CROSS DEFAULT:** To the extent, not conflicting with this Agreement, terms and provisions contained in the Contract will apply to this Agreement. A default under this Agreement will constitute a default under the Contract and a default under the Contract will a default under this Agreement.
22. **COMPLETE AGREEMENT:** This Agreement constitutes the complete Agreement between the parties hereto and incorporate all prior discussions and representations. No amendment or modification of this Agreement will be effective without a document in writing signed by both parties hereto. Neither party is entitled to rely upon oral statements or oral agreements by any other party.
23. Operator shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
24. **IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at [Records@sumtercountyfl.gov](mailto:Records@sumtercountyfl.gov).**

**OPERATOR:  
MTM TRANSIT**

**SUMTER COUNTY BOARD OF COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
**Name: ALAINA MACIA  
Title: PRESIDENT AND CEO**

\_\_\_\_\_  
**Name: CRAIG A ESTEP  
Title: CHAIR**

**ATTEST: GLORIA HAYWARD  
CLERK OF COURT**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**DEPUTY CLERK**