



Fulton County Board of Commissioners
Agenda Item Summary

17-0504

BOC Meeting Date
6/21/2017

Requesting Agency

Department of Senior Services

Commission Districts Affected

All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to amend an existing contract – Department of Senior Services, 16RFP02082016A-CJC, Senior Transportation Services at no additional cost with Transdev Services, Inc., (Chicago, IL) to include the Vehicle Leasing Agreement as part of the Agreement, for the use of eight (8) County vehicles. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract & necessary for the completion of the contract, in the specifications, service, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes All People trust government is efficient, effective, and fiscally sound

Is this a purchasing item?

Yes

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Scope of Work: To amend the current contract for Senior Transportation Services to include the Vehicle Leasing Agreement to Transdev Services, Inc. (hereinafter known as Lessee) to utilize and maintain eight existing vehicles allocated by the County (hereinafter known as Lessor) for senior transportation services use.

Community Impact: This action will provide an improved the continuity of services for the constituents served by the Lessee. The vehicles will be used as back-up vehicles to the Lessee's existing fleet, insuring service provision in the case of vehicle unavailability due to routine and non-routine vehicle maintenance requirements. Additionally, the leased vehicles may be activated during peak hours or on days with a high number of trips are scheduled and additional vehicles are needed to maintain the required on-time performance standard.

Department Recommendation: The Department of Senior Services recommends approval.

Project Implications: The lessee will take the responsibility to maintain and fuel the buses in exchange for the use of the vehicles for the life of the contract. Upon termination of the contract the lessee will return the vehicles to the County at which time the County will either repurpose the vehicles or dispose of them through the established process.

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Felicia Strong-Whitaker, Director	(404) 612-5800	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Community Issues/Concerns: There are not community concerns/issues related to this action.

Department Issues/Concerns: There are not Departmental concerns/issues related to this action.

History of BOC Agenda Item:

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	16-0853	10/5/2016	\$6,000,000.00
Amendment #1			\$0.00
Total Revised Amount			\$6,000,000.00

Contract & Compliance Information	<i>(Provide Contractor and Subcontractor details.)</i>
----------------------------------------------	--------------------------------------------------------

Continued

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
Total Contract Value				
Total M/FBE Values				
Total Prime Value				
Fiscal Impact / Funding Source	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
N/A				
Exhibits Attached	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
Exhibit 1: Vehicle Leasing Agreement				
Source of Additional Information	<i>(Type Name, Title, Agency and Phone)</i>			
Dr. Pamela Roshell, Director, Department of Senior Services, 4040-612-1243				

Procurement**Contract Attached:**
No**Previous Contracts:**
Yes**Solicitation Number:**
16RFP02082016A-CJC**Submitting Agency:**
Department of Senior Services**Staff Contact:**
Dr. Pamela Roshell**Contact Phone:**
404-612-1243**Description:** Vehicle Leasing Agreement**FINANCIAL SUMMARY****Total Contract Value:**

Original Approved Amount: \$6,000,000.00
 Previous Adjustments: .
 This Request: \$0.00
 TOTAL: \$6,000,000.00

MBE/FBE Participation:

Amount: %:
 Amount: %: .
 Amount: %: .
 Amount: %: .

Grant Information Summary:

Amount Requested: . ☐ Cash
 Match Required: . ☐ In-Kind
 Start Date: . ☐ Approval to Award
 End Date: . ☐ Apply & Accept
 Match Account \$: .

Funding Line 1:
N/A**Funding Line 2:**
.**Funding Line 3:**
.**Funding Line 4:**
.**KEY CONTRACT TERMS****Start Date:****End Date:****Cost Adjustment:**
.**Renewal/Extension Terms:**
.**ROUTING & APPROVALS**

(Do not edit below this line)

X	Originating Department:	Roshell, Pamela	Date: 6/9/2017
	County Attorney:		Date:
X	Purchasing/Contract Compliance:	Strong-Whitaker, Felicia	Date: 6/9/2017
	Finance/Budget Analyst/Grants Admin:		Date:
	Grants Management:		Date:
	County Manager:		Date:

VEHICLE LEASING AGREEMENT

THIS Vehicle Leasing Agreement ("Vehicle Lease Agreement") made and entered into the ____ day of ____, 2017 by and between **FULTON COUNTY, GEORGIA** a political subdivision of the State of Georgia, (the "LESSOR"), and **TRANSDEV SERVICES, INC.** (hereinafter called (the "LESSEE").

WITNESSETH

WHEREAS, the LESSOR and LESSEE, have entered into an agreement identified as Contract Documents for 16RFP02082016A-CJC, Department of Senior Services Transportation Services, (hereinafter "Agreement") that in hereby referenced and incorporated as if fully set forth herein; and

WHEREAS, as part of the Agreement, LESSEE is required to utilize and maintain the existing eight (8) vehicles allocated by LESSOR for senior transportation services, and the LESSEE shall be responsible for the maintenance on all County vehicles allocated to LESSEE for senior transportation services use, with an inventory of the vehicles attached to the Agreement as Exhibit A and incorporated therein by reference; and

WHEREAS, the transaction contemplated by this Vehicle lease Agreement is that of a lease and not a sale, and the parties understand and agree that LESSEE does not acquire by payment of rental as provided in this Vehicle Lease Agreement any right, title or interest in or to the vehicles (or sometimes designated as the, "Equipment), except the right to possess and use the Equipment so long as LESSEE shall not be in default in performance hereunder.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the LESSOR and the LESSEE agree as follows:

AGREEMENT TERMS

SECTION 1.0 – TERMS OF AGREEMENT

LESSOR hereby agrees to lease eight (8) vehicles to LESSEE. LESSEE is required to utilize and maintain the existing eight (8) vehicles for senior transportation services as outlined and described in the Agreement.

SECTION 2.0 – CONTRACT TERM

This Vehicle Lease Agreement shall become effective on the 1st day of January, 2017 and shall continue during the entire term of the Agreement (i.e., Contract Documents for 16RFP02082016A-CJC, Department of Senior Services Transportation Services), including any renewals or extensions of the Agreement, unless earlier terminated in accordance with this Vehicle Lease Agreement.

SECTION 3.0 – LIMITATION ON USE OF VEHICLES

LESSOR shall have responsibility, at LESSOR's sole cost, to obtain any and all licenses, titles, permits and any other certificates as may be required by law or otherwise for the lawful operation, possession or occupancy of the vehicles leased hereunder. LESSEE agrees that all certificates of titles or registration applicable to the vehicles hereunder shall reflect LESSOR's ownership thereof.

All vehicles shall be used in the performance of senior services as outlined in this Vehicle Lease Agreement and in the Agreement. LESSEE agrees that no vehicles will be used by any person who is not an employee of LESSEE assigned to carry out LESSEE'S obligations under the Agreement (16RFP02082016A-CJC Department of Senior Services Transportation Services), and that LESSEE is required to have a Department of Motor Vehicle (DMV) check of all employees prior to operation of vehicles. LESSEE agrees that it will comply with all applicable federal, state and local laws in the operation of the vehicles.

LESSEE shall have the right to suspend or terminate the use of one or more of the vehicles identified in Exhibit A, without terminating this Lease Agreement, by providing LESSOR a minimum ten (10) days advance written notice. Any termination occurring on a date other than the last day of the month shall be prorated accordingly.

LESSEE will only use vehicles as a backup to their existing fleet.

SECTION 4.0 – COMPENSATION

In consideration for the provision of the vehicles listed in the VEHICLE LIST, attached hereto as Exhibit A, LESSEE shall pay LESSOR rent in the amount of \$1.00 per vehicle per year.

SECTION 5.0 – LESSEE DUTIES

LESSEE will have the following duties which it agrees will be faithfully executed during the term of this Vehicle Lease Agreement:

- 5.1** LESSEE will keep the Vehicles free from physical damage. LESSEE will pay for all operating expenses for the Vehicles during the Vehicle Lease Term, including, but not limited to, the cost of fuel, add-oil, lubrication, storage, parking, tolls and all other costs associated with operating the Vehicles.
- 5.2** LESSEE is responsible for repairs to the Vehicles required for safe operation and maintaining the Vehicles in accordance with the Contract.
- 5.3** LESSEE agrees to pay any and all fines, penalties, citations, parking tickets or court process (all referred to as "Fines") issued in connection with the use of the Vehicles. LESSOR has no responsibility for any fines relating to the use of the

Vehicles. If LESSOR receives any court process, LESSOR will tell the court that Lessee must pay the fine. If Lessee fails to pay or settle any such fine, LESSOR may pay it for Lessee and Lessee will reimburse LESSOR on demand any sum paid.

5.4 LESSEE will not modify the Vehicles without the prior written consent of LESSOR.

5.5 LESSEE agrees not to use or permit the use of the Vehicles: (a) for any unlawful or wrongful purpose or in violation of any law; (b) to transport passengers in excess of the rated capacity of the vehicles; (c) outside the state where this Lease is executed for a period in excess of 30 days without the prior written consent of LESSOR; or, (d) for any purpose outside the scope of the Agreement.

5.6 LESSOR may inspect the Vehicles at any reasonable time.

SECTION 6.0 – VEHICLES

LESSOR hereby leases to LESSEE the Vehicles more fully described in Exhibit A, attached hereto and by reference incorporated herein.

SECTION 7.0 – REGISTRATION AND TAXES

LESSOR shall at all times retain ownership of the vehicles. LESSOR shall pay all fees, dues, cost, and expense to register and license each Leased Vehicle. All taxes associated with the vehicle are LESSOR'S responsibility.

SECTION 8.0 – ACCIDENTS, DAMAGE TO, LOSS OR THEFT OF VEHICLES

Any accidents, damage to, loss or theft of vehicles must be immediately reported to the Contract Administrator, and in no case more than 24 hours after the event occurs. LESSEE shall fully cooperate with LESSOR in handling any claims, suits or proceedings arising from such accident, damage, loss or theft of the vehicle. LESSEE must also notify the applicable law enforcement agency regarding any accident as required by law.

LESSEE shall immediately report any accidents, damage to, loss or theft of vehicles in accordance with the requirements of LESSEE'S insurance policy.

LESSEE agrees to keep the Vehicles free from any liens, encumbrances or claims. LESSEE will assume responsibility for the cost of all maintenance and repair due to damage or loss or replacement to the Vehicles. LESSEE shall repair or replace all vehicle damage or loss. In the event one or more of the Vehicles are completely destroyed or damaged beyond repair during the term of this lease LESSEE shall pay to LESSOR, an amount equal to the replacement fair market value as determined by Kelly's Bus Blue Book.

Failure to comply with this requirement of this section is a material breach of the Vehicle Lease Agreement.

SECTION 9.0 – RESPONSIBILITY TO THIRD PARTIES

LESSEE agrees to comply with all applicable laws, including but not limited to the Uniform Rules of the Road, in the operation of the vehicles subject to this agreement. Except to the extent required by law, LESSOR does not extend any of its vehicle financial responsibility or provide insurance coverage to LESSEE, passengers or third parties. To the extent required by law to extend its financial responsibility to LESSEE, LESSOR limits its liability to the state law required minimum financial responsibility limits.

LESSOR is not responsible for the loss, damage or theft of any personal property contained within the leased vehicles regardless of fault. LESSEE acknowledges and agrees that no bailment, actual or constructive or otherwise is created for any personal property carried in or left in the vehicles leased herein.

SECTION 10.0 – INDEMNIFICATION

LESSEE hereby agrees to release, indemnify, defend and hold harmless the LESSOR, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by LESSEE, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligation under this Vehicle Lease Agreement.

SECTION 11.0 – INSURANCE REQUIREMENTS

LESSEE shall maintain insurance in the amounts and in accordance with the terms stated in the Agreement. LESSEE will provide LESSOR a certificate of insurance evidencing insurance coverage.

LESSOR shall be named as an additional insured and loss payee on all policies of insurance referenced herein and LESSEE shall furnish LESSOR a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

LESSEE shall maintain regular communications with County and Facilities and Transportation Services Department and their administrative staff, and shall actively cooperate in all matters pertaining to this Vehicle Lease Agreement including, without

limitation, assisting County in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with LESSEE's provision of obligations under this Lease.

SECTION 12.0 – INDEPENDENT CONTRACTOR

LESSEE shall perform the services under this Vehicle Lease Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Vehicle Lease Agreement shall be interpreted or construed to constitute LESSEE or any of its agents or employees to be the agent, employee or representative of LESSOR.

SECTION 13.0 – SEVERABILITY

If any provision of this Vehicle Lease Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Vehicle Lease Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

SECTION 14.0 – MODIFICATIONS

Fulton County reserves the right to modify this Vehicle Lease Agreement. This Vehicle Lease Agreement shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this Vehicle Lease Agreement was executed.

SECTION 15.0 – TERMINATION

LESSOR and LESSEE agree that any termination of the Vehicle Leasing Agreement operates also as a termination of the Agreement (16RFP02082016A-CJC Department of Senior Services Transportation Services).

15.1 TERMINATION OF AGREEMENT FOR CAUSE

Either LESSOR or LESSEE may terminate this Vehicle Lease Agreement in the event the other party fails to perform in accordance with the provisions of the Vehicle Lease Agreement, and said breach is not cured within thirty (30) days of written notice. Any party seeking to terminate this Vehicle Lease Agreement is required to give thirty (30) days prior written notice to the other party.

Notice of termination shall be delivered by certified mail with receipt for delivery returned to sender.

15.2 TERMINATION FOR CONVENIENCE OF LESSOR

Notwithstanding any other provisions, the LESSOR may terminate this Vehicle Lease Agreement for its convenience at any time by a written notice to LESSEE.

SECTION 16.0 – DISPUTES

Except as otherwise provided in this Vehicle Lease Agreement, any dispute concerning a question of fact arising under this Vehicle Lease Agreement which is not disposed of by agreement shall be decided by the County's designated representative. For purpose of this Vehicle Lease Agreement, the County's shall notify LESSEE in writing after execution of the Vehicle Lease Agreement. The County's designated representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the LESSEE. The LESSEE shall have 30 days from the date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, LESSEE shall proceed diligently with performance of the Vehicle Lease Agreement and in accordance with the decision of the County's designated representative.

SECTION 17.0– WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Vehicle Lease Agreement shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

SECTION 18.0– DEFAULT

If LESSEE fails to perform in any manner under the terms of this Vehicle Lease Agreement, the LESSEE will be in default. LESSOR then may do any or all of the following without giving notice to LESSEE except as otherwise required by law: (a) take any reasonable measures to correct the default or to save LESSOR from loss; (b) terminate this Vehicle Lease Agreement and LESSEE's rights to possess the Vehicles; and (c) take possession of the Vehicles by any peaceable method or manner permitted by law, with or without court action.

SECTION 19.0 – COMPLIANCE WITH APPLICABLE LAWS

LESSEE shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, including but not limited to the Uniform Rules of the Road and toll free requirements, relating to the provision of the services contracted to be provided by the LESSEE hereunder or which in any manner affect this Vehicle Lease

Agreement.

SECTION 20.0 – OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq. applies to this Vehicle Lease Agreement. The LESSEE acknowledges that any documents or computerized data provided to the LESSOR by the LESSEE may be subject to release to the public. The LESSEE also acknowledges that documents and computerized data created or held by the LESSEE in relation to the Vehicle Lease Agreement may be subject to release to the public, to include documents turned over to the LESSOR. The LESSEE shall cooperate with and provide assistance to the LESSOR in rapidly responding to Open Records Act requests. The LESSEE shall notify the LESSOR of any Open Records Act requests no later than twenty-four (24) hours following receipt of any such requests by LESSEE. LESSEE shall promptly comply with the instructions or requests of the LESSOR in relation to responding to Open Records Act requests.

SECTION 21.0 – ASSIGNABILITY

LESSEE shall not assign this Vehicle Lease Agreement without the prior express written consent of the LESSOR. Any attempted assignment by LESSEE without the prior express written approval of LESSOR shall at LESSOR'S sole option terminate this Vehicle Lease Agreement without any notice to LESSOR of such termination. County and LESSOR each binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

SECTION 22.0 – SUBCONTRACTING

LESSEE shall not subcontract any part of this Vehicle Lease Agreement without prior written approval of LESSOR.

SECTION 23.0 – RETURN OF VEHICLES AT END OF LEASE

In addition to the LESSEE'S obligation to return the Vehicles upon termination of Vehicle Lease Agreement, LESSEE agrees to return all Vehicles upon the expiration of this Vehicle Lease Agreement and in no case more than seventy-two (72) hours after expiration of this lease. LESSEE agrees to clean the vehicles upon return to LESSOR at LESSEE's sole cost and expense. The LESSEE shall conduct an inventory of vehicles including the condition of the vehicles and submit to same to the County's designated Representative ten (10) days after the termination or end of this Vehicle Lease Agreement. The LESSEE must maintain all of the vehicles in a safe and professional condition and return the vehicles to LESSOR in the same condition as when obtained, normal wear and tear excepted. Records must be kept on all maintenance, problems and mileage.

SECTION 24.0 – NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to LESSOR shall be addressed as follows:

Program Manager
Fulton County Office of Aging
137 Peachtree Street, S.W.
Atlanta, Georgia 30303
Telephone: (404) 612-3099
Facsimile: (404) 612-3449
Attention: Andre M. Danzy

With a copy to:

Fulton County Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
E-mail address: Felicia.Strong-Whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to LESSEE shall be addressed as follows:

Executive Vice President
Transdev Services, Inc.
720 E. Butterfield Road, Suite 300
Chicago, IL 60148
Telephone: (630) 571-7070
Email: dick.alexander@transdev.com
Attention: Dick Alexander

SECTION 25.0 – GOVERNING LAW AND CONSENT TO JURISDICTION

This Vehicle Lease Agreement is made and entered into in the State of Georgia and this Agreement is made and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws.

SECTION 26.0 – FORCE MAJEURE

Neither LESSOR or LESSEE shall be deemed in violation of this Vehicle Lease Agreement if either is prevented from performing its obligations hereunder for any

reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve LESSEE from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

SECTION 27.0 – ENTIRE AGREEMENT

This Vehicle Lease Agreement together with Exhibit A to this Agreement, Vehicle List constitutes the entire understanding and agreement between the Parties. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect.

SECTION 28.0 – HEADINGS

The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describes the scope of this Agreement or the intent of the provision thereof.

IN WITNESS THEREOF, the Parties hereto have caused this Vehicle Lease Agreement to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

LESSOR:

FULTON COUNTY, GEORGIA

John Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Pamela Roshell, PhD, MSW
Director
Department of Senior Services

LESSEE:

TRANSDEV SERVICES, INC.

Derrick Breun
Regional Vice President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

Exhibit A
Vehicle List

**EXHIBIT A
VEHICLE LIST**

VEHICLE	TAG	YEAR	VIN
1	GV3453B	2011	1FDEE3FS2BDA17021
2	GV3452B	2011	1FDEE3FS4BDA17022
3	GV3450B	2011	1FDEE3FS8BDA17024
4	GV3416B	2011	1FDEE3FS8BDA14899
5	GV3418B	2011	1FDEE3FS8BDA14986
6	GV3414B	2011	1FDEE3FS8BDA13327
7	GV3415B	2011	1FDEE3FS8BDA19527
8	GV3417B	2011	1FDEE3FS0BDA14900