

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

MOTORCYCLE LEASE AGREEMENT

This Agreement, made and entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County" or "Lessee"), and _____, ("_____" or "Lessor"), who is an employee of Fort Bend County Sheriff's Office, (collectively referred to as "Parties").

I. Purpose

- A. The purpose of this Agreement is to set forth the terms and conditions under which Lessor will lease a Police Motorcycle to County for Lessor's usage during the course of his/her duties as an employee of the Fort Bend County Sheriff's Office ("Sheriff") and only during the performance of duties in an Agreement for Supplemental Law Enforcement Services, as directed by Sheriff's Office.
- B. County represents, and Lessor expressly relies upon the representation in entering this Agreement, that the leased property is necessary to preserve or protect the public health and safety of Fort Bend County residents.

II. Lease Term and Termination

- A. This Agreement is effective as of the date executed by both Parties and shall terminate on _____, unless terminated sooner upon written agreement of the parties.
- B. This Agreement shall automatically terminate upon Lessor's termination or separation from the employment of the Fort Bend County Sheriff's Office or if Lessor is reassigned to non-motorcycle duties or if Lessor is no longer assigned duties in an Agreement for Supplemental Law Enforcement Services.

III. Property

- A. The property leased under this Agreement is a Police Motorcycle, described in more detail herein below, and must be used solely for police and related law enforcement activities while Lessor is on-duty with Fort Bend County.

- B. The Police Motorcycle being leased by County shall be either less than 3 years old or have less than 300,000 miles, as of the date this Agreement is signed.
- C. Upon signature herein below, _____ agrees to lease the following property to Fort Bend County for police and law enforcement related use: _____, VIN _____

IV. ~~Consideration and Availability of Funds~~

- A. County shall pay a lease payment in the amount of one thousand two hundred and 00/100 dollars (\$1,200.00) per month to Lessor, _____, on the first day of each month during the term of the lease.
- B. Lessor understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Lessor in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

V. Care and Use of Equipment

- A. Lessor agrees to maintain at its own expense the leased property in accordance with the manufacturer's standard preventative maintenance contract and/or recommendations, if any.
- B. The repair and replacement of parts, regardless of reason will be the sole responsibility and expense of Lessor.
- C. While on-duty, Lessor shall use the leased property for reasonable and customary law enforcement activities only.
- D. Only one rider per motorcycle is permitted.

VI. Damage, Deterioration or Replacement of Property

- A. In the event the leased property is damaged or destroyed during Lessor's performance of regularly scheduled working hours relating to County employment, Lessor shall immediately notify his/her Captain of the incident.
- B. In the event that the current leased property is no longer available for use, Lessor can replace the current leased motorcycle with another motorcycle as long as the replacement motorcycle meets the requirements stated

herein, and Lessor notifies the Fort Bend County Sheriff's Office Patrol Captain of the replacement motorcycle and provides the property description.

VII. Insurance

- A. Prior to using the leased property for performance of law enforcement related services as described herein, Lessor, at its own expense, shall maintain comprehensive, collision, liability, uninsured motorist and personal injury protection/insurance with a deductible not to exceed \$1,000.00 for the Police Motorcycle.
- B. In the event of an accident or collision, County shall reimburse the deductible to Lessor, only if it is determined by the Fort Bend County Sheriff's Office, or his designee, that Lessor was not "at fault" and the responsible party is uninsured. Lessor must be "on-duty" in order for this reimbursement to be applicable.
- C. Fort Bend County's vehicle liability coverage will apply to Lessor only during Lessor's performance of regularly scheduled working hours relating to County employment.
- D. The Fort Bend County vehicle liability coverage shall not be applicable if Lessor is working an "extra job" for any entity, business or person other than Fort Bend County, or if Lessor is using the motorcycle for personal use.
- E. Lessor shall provide to County a certificate or other satisfactory evidence of insurance coverage upon execution of this lease.

VIII. Hold Harmless and Indemnity

LESSOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF LESSOR.

IX. Other Conditions

- A. Lessor shall provide all required emergency equipment and protective clothing required for use of the Police Motorcycle.
- B. Fort Bend County will provide an amount not to exceed thirty (30) gallons of County gasoline per calendar week, uniform shirts and other standard issued items.

- C. This Motorcycle Lease Agreement does not constitute an expressed or implied contract or offer of employment and is only intended to compensate Lessor for motorcycle use.
- D. The Parties to this lease agree that ownership of the leased property shall remain, at all times, in the Lessor's possession. This Agreement represents a lease, not a lease-purchase agreement.

X. Assignment

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party.
- B. Neither party may effect the sub-leasing of the leased property.
- C. Neither party may delegate any performance under this Agreement.
- D. Any purported assignment of rights or delegation of performance in violation of this Section is void.

XI. Compliance with Laws

Lessor shall comply with all federal, state and local laws, specifically including all traffic ordinances, rules and regulations in the performance of this Agreement.

XII. Venue and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of the State of Texas and exclusive venue of any claim or legal action arising out of or relating to the subject matter of this Agreement shall lie in Fort Bend County, Texas.

XIII. Human Trafficking

BY ACCEPTANCE OF CONTRACT, LESSOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

XIV. Entire Agreement and Amendment

This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.

XV. Understanding Fair Construction

By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.

XVI. No Waiver of Immunity

Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by District of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.

{Execution Page Follows}

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IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives, to be signed to multiple counterparts. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. This Agreement to be effective on the date of full execution as indicated below.

LESSEE:

FORT BEND COUNTY

KP George
County Judge

Date: _____

ATTEST:

Laura Richard, County Clerk

Approved by: _____
Eric Fagan, Sheriff
Fort Bend County Sheriff's Office

LESSOR:

Signature, Employee –
Fort Bend County Sheriff's Office

Printed Name

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, Fort Bend County Auditor