

ARF-2462

REGULAR SESSION AGENDA

Date: 01/04/2011

Classic Chevrolet Tahoe Agreement

Submitted By: Scott Wieghat, Road & Bridge

Department: R&B-Vehicle Maintenance

Type of Item: Discussion Item

Renewal Agreement/ No

Appointment:

Reviewed by County Yes

Attorney's Office:

Multiple Originals Y/N?: N

26

Item #: ~~90.0.~~
Road & Bridge

AGENDA ITEM

Information

SUMMARY OF ITEM

Take all appropriate action on the agreement with Classic Chevrolet to Demo the Police Package Chevrolet Tahoe at no Expense to the County.

SPECIAL HANDLING

Attachments

Link: Classic Chevrolet Agreement

1-11-11 orig. ret. to Scott W. at Road & Bridge

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

VEHICLE BORROWER AGREEMENT

This Vehicle Borrower Agreement ("Agreement") is made and entered into on this day, by and between Fort Bend County (hereinafter referred to as "COUNTY") and CLASSIC CHEVROLET located in Sugar Land, Texas, (hereinafter referred to as "OWNER".)

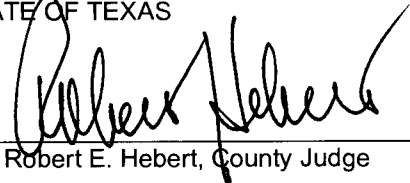
IN CONSIDERATION of the mutual promises contained in this Agreement, the parties mutually agree as follows:

- 1.01 OWNER is and shall remain the owner of the vehicle(s) subject to this Agreement. Fort Bend County Vehicle Maintenance Department and/or the Fort Bend County Sheriff's Office shall be and act as bailor for mutual benefit, and shall care and protect the vehicle(s) subject to this Agreement as property in bailment and according to the terms of this Agreement.
- 1.02 The term of this Agreement shall be for a period of 60 days. Either party may terminate this Agreement at any time upon providing written notice to the other party. Upon termination of this Agreement, COUNTY shall be responsible for immediately returning the vehicle(s) to OWNER in the same condition as when originally loaned to COUNTY by OWNER, excepting normal wear and tear.
- 1.03 COUNTY agrees that the vehicle(s) will be used solely for official law enforcement purposes.
- 1.04 OWNER will furnish and be responsible for the required inspection certificate for the vehicle under this Agreement and the legal title shall be and remain in OWNER's name. The vehicle shall at all times remain the property of and/or under the registered ownership of OWNER. COUNTY acknowledges and agrees that it shall not acquire any right, title, or interest to the vehicle(s) hereunder, other than that of bailor and user.
- 1.05 COUNTY shall bear all normal operating expenses related to the vehicle(s), including, but not limited to, fuel and insurance premiums as set forth below. COUNTY shall also be responsible for all fines, levies and charges occurring as a result of vehicle(s) usage, including but not limited to, fines for citations (moving and non-moving) and toll fares. COUNTY shall exercise its best efforts to maintain the vehicle(s) in its best operating condition, including routine visual and operational inspection and strict observance of the vehicle's manufacturer's required and recommended service schedules. COUNTY also agrees to use its best efforts to keep the vehicle(s) clean.
- 1.06 COUNTY shall procure and maintain the following insurance with at least the following limits:
 - 1) Workers' Compensation, as and to the extent required by law, for all drivers and passengers of the vehicle(s) who are employees of COUNTY;
 - 2) Automobile - in an amount of at least \$1,000,000.00 per occurrence/aggregate for bodily injury and property damage. The policy shall name OWNER, its affiliated companies, and their respective shareholders, officers, representatives, agents and employees as named insureds.
- 1.07 In addition, COUNTY shall waive, and shall cause its insurers to waive, all rights of subrogation.
- 1.08 **To the extent allowed by law, COUNTY shall RELEASE and HOLD HARMLESS OWNER, its parent and affiliated companies, its automobile dealers, and their respective shareholders, officers, representatives, agents and employees from and against any and all alleged and actual claims, causes, actions, liabilities, damages, suits, fines, penalties, and costs and expenses (including attorneys' and professionals' fees and court costs) arising from or caused by, in whole or in part, the acts and omissions, including but not limited to acts of negligence or intentional misconduct, of COUNTY and/or its peace officers, directors, representatives, agents, employees, contractors and invitees, and shall include the contributory and/or concurrent acts or omissions of OWNER, its parent and affiliated companies, and their respective shareholders, officers, representatives, agents and employees, but shall not include the sole acts or omissions of such parties nor to the extent of any proven product liability.**
- 1.09 This Agreement constitutes the entire agreement by the parties hereto, and any prior or contemporaneously oral or written agreement shall be void and of no effect. All modifications or amendments to this Agreement shall be evidenced in writing, and any purported oral modifications of this Agreement shall be void.
- 1.10 In case any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall nevertheless be valid, binding and effective, as if that invalid, illegal or unenforceable provision had never been contained in this Agreement.
- 1.11 COUNTY represents and warrants that it has complied with all legal, regulatory, departmental and administrative policies and requirements in entering into and executing this Agreement, and that the person executing below on behalf of COUNTY is duly and properly authorized to execute this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date below.

ACCEPTED AND AGREED TO:

FORT BEND COUNTY
STATE OF TEXAS

By: 
Robert E. Hebert, County Judge

Date: 1-4-2011


ATTEST:


Dianne Wilson, County Clerk

CLASSIC CHEVROLET

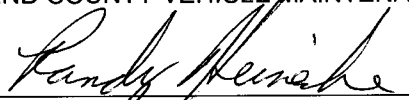
By: 
(Signature)

Hanne Bentley
(Printed Name)

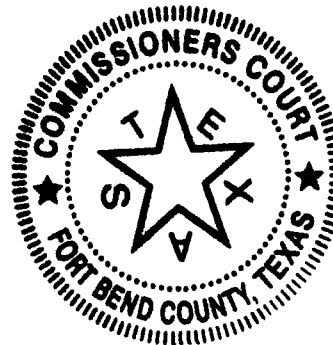

(Title)

12-14-10
(Date)

FORT BEND COUNTY VEHICLE MAINTENANCE

By: 
Randy Heinecke

MER:Classic Chevrolet.Vehicle Maintenance/SO.3357



Police Demonstration Loan of Vehicle Terms and Conditions and Vehicle Receipt

General Motors LLC ("GM") agrees to loan the following "Vehicle(s)" to **Fort Bend County Sheriff and/or Fleet Department** ("LOANEE") from approximately **December 14, 2010** to **December 23, 2010** upon the terms set forth below:

MAKE: **CHEVROLET**

MODEL: **TAHOE PPV**

VIN: **1GNLC2E06BR120223**

(Note: if more than one vehicle is being loaned, attach a separate sheet listing the MAKE/MODEL/VIN for each vehicle. Be sure to identify the LOANEE on the separate sheet.)

LOANEE'S ADDRESS:

1410 Williams Way Blvd.

Richmond

TX

77469

(Street)

(City)

(State)

(Zip Code)

PHONE: (281) 341-4704

Terms:

1. The Vehicle(s) is/are, and shall remain, the property of DIVISION.
2. LOANEE agrees that: (a) the Vehicle(s) will not be utilized illegally, improperly, for hire, as a public conveyance or in any manner for any political purpose whatsoever; (b) the Vehicle(s) shall be driven in a prudent manner by insured, licensed drivers, who meet the GM Safe Driver Program Driver Conduct Requirements (attached as Exhibit D) and who are officers, directors, employees, agents or subcontractors of LOANEE; (c) LOANEE shall ensure that no-one modifies, disconnects, or otherwise interferes with the operation of the odometer, emission control equipment, or any other equipment; (d) LOANEE acknowledges receipt of and will obtain from each driver of a Vehicle a signed **Driver Conduct Requirements** form and shall retain each executed form for three (3) years and provide them to DIVISION at DIVISION's request; (e) LOANEE will report **ALL** incidents/crashes involving a Vehicle to ESIS (General Motors' insurance claims administrator) at 1-800-888-0154 and to DIVISION and will follow instructions provided in the glove compartment of the Vehicle; (f) without limiting or altering any insurance or indemnification obligations contained in this Agreement, LOANEE will cooperate with DIVISION in the defense of any claims or lawsuits related to LOANEE's use or possession of any Vehicle; (g) **LOANEE will not make any repairs to a Vehicle without the explicit prior consent of ESIS**; (h) LOANEE shall be responsible for all fines, forfeitures and penalties incurred by reason of the use of the Vehicle(s).
3. DIVISION MAKES NO WARRANTY OTHER THAN THAT EXPRESSED IN ITS NEW VEHICLE LIMITED WARRANTY, A PRINTED COPY OF WHICH IS FURNISHED WITH THE VEHICLE. DIVISION authorizes LOANEE to obtain, on DIVISION's behalf as owner of the Vehicle(s), such warranty service as is necessary and provided for under the new vehicle limited warranty. Ordinary operating expenses such as gas, oil, grease, tire repair and other incidentals are the responsibility of LOANEE.

4. LOANEE agrees to defend, indemnify and hold DIVISION harmless from all claims, liabilities and expenses arising out of LOANEE's use or possession of any Vehicle except to the extent caused by the negligence of DIVISION. In addition LOANEE agrees to abide by one of the following:
- a. Obtain and maintain, at its own expense, comprehensive automobile liability insurance for the entire duration of the loan. LOANEE agrees that its insurance will cover all owned, non-owned and hired vehicles and will have limits of not less than \$5,000,000 per occurrence combined single limit for personal injury and property damage, including all statutory coverage for all states of operation. LOANEE will also provide comprehensive (fire and theft) and collision coverage on the Vehicle(s). **Prior to receipt of the Vehicle(s)**, LOANEE will provide DIVISION with a certificate of insurance evidencing General Motors LLC as an additional insured, stating that such insurance is primary in coverage to any other insurance which may be available to General Motors LLC, and providing at least thirty (30) days' prior written notice to DIVISION of cancellation, modification, or material change to the policy; or
 - b. Maintain a program of self-insurance equivalent to that described in Section 4(a) above, for all owned, non-owned and hired vehicles. **Prior to receipt of the Vehicle(s)**, LOANEE will provide DIVISION with a statement of such self-insurance, stating that such self-insurance is primary in coverage, as regards the above indemnity, to any other insurance which may be available to General Motors LLC, and providing at least thirty (30) days' prior written notice to DIVISION of cancellation, modification, or material change to the policy, if applicable; or
 - c. By execution of an additional signature in this Section 4(c), LOANEE represents and warrants that LOANEE is self-insured for comprehensive automobile liability, as well as claims, liabilities and expenses resulting from, fire, theft and/or collision, which self-insurance covers all owned, non-owned and hired vehicles to the full extent permissible by applicable law, and that such self-insurance is primary to any other insurance which may be available to GM. Such representation and warranty, if made by LOANEE, is hereby conveyed to DIVISION upon LOANEE's signature on the following line:

Signature: _____
(LOANEE'S REPRESENTATION AND WARRANTY OF THE SELF-INSURANCE DESCRIBED ABOVE)

5. At the end of the term of the loan, or earlier if requested by DIVISION, LOANEE will return the Vehicle(s) to the nearest DIVISION office or such other location as designated by DIVISION. If a Vehicle must be recovered by DIVISION or repaired to restore it to the condition in which it was delivered (reasonable wear and tear, as defined by General Motors LLC guidelines, excepted), then LOANEE will pay DIVISION any costs incurred by DIVISION to recover the Vehicle and to repair it. If, in DIVISION's opinion, a Vehicle cannot or should not be repaired based upon General Motors LLC's policy for repairing/scrapping damaged vehicles, then the Vehicle must be returned to DIVISION and the LOANEE will pay DIVISION the Vehicle's value, based upon the following formula: The amount General Motors LLC would have received if the Vehicle had been sold at auction the month the Vehicle was damaged based on a similar make and model year vehicle with similar mileage, as determined by GM-NA Fleet and Commercial Operations Auction Results' report, less \$4,000.

Authorized LOANEE Signature: _____

Title: _____

Date: _____

General Motors Safe Driving Program Driver Conduct Requirements

I understand the loan of this Vehicle is contingent upon my compliance with the following terms:

1. I am twenty-one (21) years of age or older.
2. I possess a valid operator's license and will display such license to the vehicle key issuer at each Vehicle exchange and will comply with all license restrictions.
3. I will never drive while impaired by alcohol, drugs, medication, illness, fatigue, or injury.
4. I am aware of the dangers of distracted driving and will obey all local ordinances and/or state laws addressing the use of hand-held communication devices.
5. I will never read or type text messages or e-mails on my hand-held communication device while driving.
6. I will always use hands-free technology (e.g. OnStar Hands-Free Calling) if I absolutely must place or receive a call while driving.
7. I will ensure the proper use of safety belts and child safety restraints for all occupants.
8. I will obey all applicable motor vehicle laws, codes, and regulations.
9. I will drive in a defensive manner, anticipating situations where incidents are likely to occur.
10. I will refrain from using radar/laser detection devices.
11. I will plan trips by selecting the safest route, depart early enough to observe posted speed and traffic regulations, and be mindful of current and forecasted weather conditions.
12. I will report all incidents/crashes involving the Vehicle to ESIS (General Motors' insurance claims administrator) at 1-800-888-0154 (direction is provided in the glove compartment of the vehicle) and to the DIVISION.
13. I will not permit any other person to operate the Vehicle. .

Furthermore, by signing this receipt and acknowledgment, I verify that I have not been convicted within the past five years of any of the following motor vehicle violations:

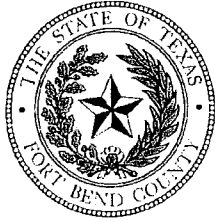
1. Driving while operator's license is suspended, revoked, or denied.
2. Vehicular manslaughter, negligent homicide, felonious driving or felony with a vehicle.
3. Operating a vehicle while impaired, under the influence of alcohol or illegal drugs, or refusing a sobriety test.
4. Failure to stop or identify under a crash (includes leaving the scene of a crash; hit and run; giving false information to an officer).
5. Eluding or attempting to elude a law enforcement officer.
6. Traffic violation resulting in death or serious injury.
7. Any other significant violation warranting suspension of license.

DRIVER's Signature and Date: _____

Print Name: _____

Driver's License Number and State: _____

****Verified but not documented for security reasons.**



RISK MANAGEMENT DEPARTMENT

Fort Bend County, Texas

January 1, 2010

TO WHOM IT MAY CONCERN:

Effective January 24, 1995, Fort Bend County became "Self Funded" for vehicular liability. Pursuant to Texas Transportation Code, Section 601.007, all vehicles owned by and registered to Fort Bend County are exempt from the required proof of insurance from a commercial carrier.

This letter is to verify proof of liability coverage on all Fort Bend County owned vehicles and the Sheriff Patrol Deputies' motorcycles.

Fort Bend County's vehicle liability coverage will apply during, and only during, performance of regularly scheduled working hours relating to County employment for the Sheriff Patrol Deputy's motorcycle.

All questions should be directed to the Fort Bend County Risk Management Department at 281-341-8630 or County Attorney's office at 281-341-4555.

Sincerely,

Fort Bend County Risk Management Department

I:\Risk Mgmt\Auto-Heavy Equipment\procedures\2010 proof of County Veh-Motorcycles.doc

Physical Address: 4520 Reading Road, Suite A, Rosenberg, TX 77471
Mailing Address: 301 Jackson Street, Richmond, TX 77469
Phone: 281-341-8630 * Fax: 281-341-3751