

Memo

TO: Renee Chaffin, Sheriff's Office

FROM: Luisa Bowers, Administrative Assistant

DATE: April 29, 2015

SUBJECT: Commissioners Court Date April 28, 2015

Agenda Item 35e

Vehicle Use Agreement with National Insurance Crime Bureau

Please note: Information (vin #s) for the subject agenda item(s) have not been filed for recording by our office with the County Clerk. Ensure that a complete permanent copy is available in your Office (in whatever manner you handle confidential documents in accordance with the State Archive Retention Schedule of Destruction), in the event there is a need for it in the future.

Thank you.

Copy: Linda Willis, Administrative Coordinator, County Clerk's Office

ARF-17575

REGULAR SESSION AGENDA

Sheriff's Office

Meeting Date: 04/28/2015

Vehicle Use Agreement

Submitted By: Renee Chaffin, Sheriff's Office

Department: Sheriff's Office

Type of Item: Consent

Renewal Agreement/

Reviewed by County Yes

Appointment:

Attorney's Office:

Multiple Originals Y/N?: y

Information

SUMMARY OF ITEM

Record into the Minutes, Vehicle Use Agreement between National Insurance Crime Bureau and the Fort Bend County Sheriff's Office.

SPECIAL HANDLING

Attachments

Vehicle Use Agreement

COUNTY CLERK
RECEIVED
APR 15 2015



VEHICLE USE AGREEMENT-Texas

The National Insurance Crime Bureau ("NICB") does hereby lease to Fort Bend County Sheriff's Office (the "Agency") the vehicle described as:

Year: 1999

Make: FORD

Model: F-250

VIN:

This vehicle will be used by the **Fort Bend County Sheriff's Office** for use as a "bait" vehicle. The vehicle will be equipped electronically with tracking and disabling equipment.

This Agreement is subject to the following conditions:

1. The Agency leases from the NICB, the above-described vehicle for good and valuable consideration for use in pursuit of its lawful purpose.
2. Agency agrees to accept possession of the vehicle in "as is" condition. The Agency agrees to return physical possession of said vehicle to the NICB, or to an entity designated by the NICB, at the end of this Use Agreement's term.
3. The NICB shall hold the physical title to the vehicle and secure an alias registration from the Texas Department of Motor Vehicles. Upon termination of this Use Agreement the NICB shall cancel the alias registration.
4. The Agency warrants that it will not sell, convey or in any way dispose of said vehicles in a manner which may impair the NICB's remainder interest. However, in the event that the above-described vehicle is stolen or in any way damaged while in the custody of the Agency, its agents or assigns, the Agency shall not be liable for any repair or replacement costs.
5. The Agency does hereby release the NICB from all claims for property damage or bodily injury arising from the operation or maintenance of the vehicle described herein by an employee, agent or assign of the Agency during the term of this Agreement.
6. The Agency agrees and warrants that it shall provide insurance coverage (self-insured agency) for the above-described vehicle in the normal course of its business.
7. The Agency agrees to provide monthly reports to the NICB employee signing this Agreement setting forth statistical accomplishments attributed to the vehicle. These reports must include;
 - a. The number of times the vehicle was deployed,
 - b. The number of arrests made due to the use of the vehicle,
 - c. The number of convictions obtained due to the use of the vehicle,

- d. The current mileage and condition of the vehicle, and
- e. The number of vehicle recoveries.

Failure to provide these reports is a material breach of this Agreement and upon written notice to Agency; the NICB may terminate this Agreement and require the return of the vehicle.

- 8. The effective date of this Agreement shall be the date the vehicle is delivered into the custody of the Agency. Either party may terminate this Use Agreement upon written notice to the other in which case the Agency shall promptly return the vehicle.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 28th day of April, 2015.

THE AGENCY:

By: *Stennis Norvell*
Name of Signer

Its: *Captain*
Title

Date: *3/27/15*

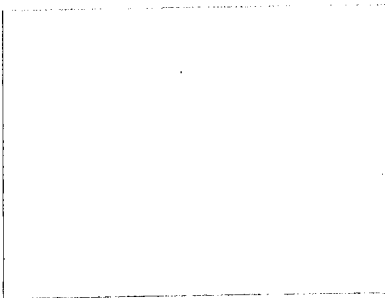
NATIONAL INSURANCE CRIME BUREAU:

By: *Don Bitts*
Name of Signer

Its: *Senior Special Agent*
Title

Date: *3-27-15*

NICB File #



Robert E. Hebert *4-28-15*

Robert E. Hebert
Fort Bend County Judge