

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"), and Brett Frankie ("Sheriff's Employee").

I. Parties

The Parties to this Agreement are Fort Bend County, ("County") and Brett Frankie ("Sheriff's Employee").

II. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which Sheriff's Employee will lease a Police Motorcycle to County for Sheriff's Employee's usage during the course of his/her duties as an employee of the Fort Bend County Sheriff's Office.

III. Property

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.

IV. Term

This Agreement is effective on October 1, 2020 and will terminate on September 30, 2021. This Agreement shall automatically terminate upon Sheriff Employee's termination or separation from the employment of the Fort Bend County Sheriff's Office or if the Sheriff's employee is reassigned to non-motorcycle duties.

V. Consideration

County shall pay an amount of \$600.00 per month to Sheriff's Employee for lease of the Police Motorcycle.

VI. Insurance

- A. Sheriff's Employee shall carry comprehensive, collision, liability, uninsured motorist and personal injury protection/insurance with a deductible not to exceed \$1,000.00 for the Police Motorcycle.
- B. County shall reimburse the deductible only if it is determined by the Fort Bend County Sheriff, or his designee, that Sheriff's Employee was not "at fault" and the responsible party is uninsured. Sheriff's Employee must be "on-duty" in order for this reimbursement to be applicable.
- C. Fort Bend County's vehicle liability coverage will apply to Sheriff's Employee only during Sheriff Employee's performance of regularly scheduled working hours relating to County employment.
- D. The Fort Bend County vehicle liability coverage shall not be applicable if Sheriff Employee is working an "extra job" for any entity, business or person other than Fort Bend County.

VII. Other Conditions

- A. Sheriff's Employee 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 Sheriff's Employee for motorcycle use.
- D. BY ACCEPTANCE OF CONTRACT, SHERIFF'S EMPLOYEE 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.

FORT BEND COUNTY

KP George

KP George, County Judge
8-25-2020

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk

Reviewed by: *Troy E. Nehls*

Sheriff Troy E. Nehls

BRETT FRANKIE

Brett Frankie

Signature

8/11/2020

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\$7,200.00

Robert E. Sturdivant

Robert E. Sturdivant, Fort Bend County Auditor

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