

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 Flint Turner (“Constable Pct. 1’s Employee”).

I. Parties

The Parties to this Agreement are Fort Bend County, (“County”) and Flint Turner (“Constable Pct. 1’s Employee”).

II. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which Constable Pct. 1’s Employee will lease a Police Motorcycle to County for Constable Pct. 1’s Employee’s usage during the course of his/her duties as an employee of the Fort Bend County Constable Pct. 1’s Office and only during the performance of duties in an Agreement for Supplemental Law Enforcement Services, as directed by Constable Precinct 1.

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 as of the date executed by both Parties and will terminate on September 30, 2023. This Agreement shall automatically terminate upon Constable Pct. 1 Employee’s termination or separation from the employment of the Fort Bend County Constable Pct. 1’s Office or if the Constable Pct. 1’s employee is reassigned to non-motorcycle duties or if the Constable Pct. 1’s employee is no longer assigned duties in an Agreement for Supplemental Law Enforcement Services.

V. Consideration

County shall pay an amount of \$600.00 per month to Constable Pct. 1’s Employee for lease of the Police Motorcycle.

VI. Insurance

- A. Constable Pct. 1’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 Constable Pct. 1, or his designee, that Constable Pct. 1’s Employee was not “at fault” and the responsible party is uninsured. Constable Pct. 1’s Employee must be “on-duty” in order for this reimbursement to be applicable.

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- C. Fort Bend County's vehicle liability coverage will apply to Constable Pct. 1's Employee only during Constable Pct. 1 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 Constable Pct. 1's Employee is working an "extra job" for any entity, business or person other than Fort Bend County.

VII. Other Conditions

- A. Constable Pct. 1'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 Constable Pct. 1's Employee for motorcycle use.

VIII. Certain State Law Requirements for Contracts

- A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

IX. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONSTABLE PCT. 1'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.

{Execution Page Follows}

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FORT BEND COUNTY

KP George
County Judge

January 10, 2023
Date

FLINT TURNER

[Signature]
Signature

12.22-2022
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



Reviewed by: [Signature]
Chad Norvell
Fort Bend County Constable, Precinct 1

AUDITOR'S CERTIFICATE

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

[Signature]
Robert E. Sturdivant, Fort Bend County Auditor