

**A LEASE AND OPERATION AGREEMENT TO LEASE A
VEHICLE IN CONNECTION WITH
JAIL DETENTION SERVICES**

This **VEHICLE LEASE AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF GRAPEVINE** (“Grapevine”), situated in Tarrant, Dallas, and Denton Counties, Texas and the **CITY OF COPPELL** (“Coppell”) situated in Dallas and Denton Counties, Texas (collectively the “parties”).

WHEREAS, Grapevine and Coppell have entered into the Interlocal Cooperation Agreement for Jail Services (the “Interlocal”); and

WHEREAS, in order to better perform its obligations under the Interlocal Grapevine desires to utilize and a transport vehicle so it may transport persons from the cities identified in the Interlocal to county facilities and the Grapevine Jail; and

WHEREAS, Coppell possesses and owns a transport vehicle which may be used by Grapevine to transport inmates to county jail services under the Interlocal Cooperation Agreement for jail services (ILA) on the terms and conditions as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and consideration herein provided, the receipt and sufficiency of which are hereby affirmed, the parties agree as follows:

1. LEASE OF VEHICLE.

Coppell hereby lease to Grapevine, and Grapevine hereby lease from Coppell, based on the terms and conditions provided in this Agreement and the ILA, the following vehicle: 2022 Starcraft Starlite 24’ HGAC BT02-21 (hereinafter the “Vehicle”) (hereinafter the “Vehicle”) for the sole purpose of transporting jail inmates or related purposes from the Grapevine Detention Center to its authorized destinations.

2. TERM.

This Agreement shall commence upon execution by the parties and terminate on the expiration or termination of the Interlocal Cooperation Agreement, subject to the renewal provision of Section 2.01 of the ILA, unless terminated earlier in accordance with the provisions of this Agreement.

3. CONSIDERATION.

The considerations being provided are the continued services and payment being provided by Grapevine under the Interlocal Cooperation Agreement between the parties.

4. INSURANCE.

During the term of the Agreement and until the return of the Vehicle, Grapevine will maintain general and vehicular insurance on the Vehicle. Grapevine will list Coppell as “Loss Payee” or provide a similar insurance endorsement for the insurance coverage for the Vehicle. Grapevine will provide Coppell written proof of insurance coverage upon request. Additionally, Grapevine will inform Coppell, in writing, if any term of insurance changes or the policy has been cancelled. Grapevine shall be responsible for any deductible or self-insurance of said vehicle.

For claims arising under insurance that concern physical damage to the Vehicle, Grapevine will appoint Coppell as their attorney-in-fact to initiate, settle, or release the claim. Coppell may also sign any proof of claim or loss on behalf of Grapevine and receive and sign for Grapevine on any settlement, draft, or check. Grapevine also gives a security interest in any money paid under Grapevine’s insurance. Grapevine will promptly notify Coppell of any accident or incident that may result in an insurance claim.

5. LICENSE PLATES AND REGISTRATION.

The Vehicle shall bear license plates, and the title to the Vehicle shall be registered in the name of Coppell. The annual registration or license fees shall be paid by Coppell. Unless otherwise specified, Coppell shall, where required, register each item of equipment to conform with the laws and branding codes of the State of Texas.

6. DELIVERY OF VEHICLE.

Coppell shall use all reasonable diligence to timely deliver the Vehicle to Grapevine following the execution of this Agreement.

7. USE OF VEHICLE.

Grapevine agrees that it will not use, operate or maintain the Vehicle in a negligent or improper manner. Grapevine agrees that it will not permit the Vehicle to become subject to any lien, charge, or encumbrance.

8. MAINTENANCE OF VEHICLE.

Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use and operation of the Vehicle during the Term, shall be remunerated solely at Grapevine’s expense.

9. RISK OF LOSS.

Grapevine shall bear all risks of damage or loss of the Vehicle or any portions of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of the Vehicle shall be at the cost and expense of Grapevine and shall be accessions.

10. INDEMNITY.

As Coppell and Grapevine are units of local government of the State of Texas and are subject to, the parties must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Grapevine and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Grapevine pursuant to Texas law. Nor, shall this agreement be construed to waive any applicable statutory or charter requirement for any proof of claim or notice required.

11. ADDITIONAL CHARGES.

Grapevine agrees to pay all storage charges, parking charges, and fines associated with Grapevine's use and operation of the Vehicle during the term of this Agreement. Grapevine shall pay any fees or taxes which may be imposed with respect to the Vehicle by any duly constituted governmental authority as the result of Grapevine's use or intended use of the Vehicle.

12. SURRENDER OF VEHICLE.

On expiration of the Term, as set forth herein, Grapevine shall surrender the Vehicle to Coppell, in the same condition as when received, less reasonable and normal wear and tear, and free from collision or physical damage.

13. LEASE ONLY.

This Agreement is one of lease only and Grapevine shall not acquire any right, title, or interest to the Vehicle other than that as set forth herein.

14. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the laws of the State of Texas and venue for any dispute hereunder shall be the District Court in either Dallas or Tarrant County.

15. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

17. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of Coppell or Grapevine's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to Coppell or Grapevine by law, except to the extent expressly provided herein.

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF GRAPEVINE

By: _____

Name: _____

Title: _____

Date: _____

CITY OF COPPELL

By: _____

Name: Wes Mays _____

Title: Mayor _____

Date: _____