

8

copy to:
5015
3011
Stanley

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE, A LEASE AGREEMENT BY AND BETWEEN THE CITY OF ABILENE AND THE WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS.

WHEREAS, the West Central Texas Council of Governments desires to lease, from the City of Abilene, one certain 1970 Four Door Sedan Automobile; and

WHEREAS, the City Council of the City of Abilene is of the opinion that such lease should be granted; that the Lease Agreement, a copy of which is attached hereto, should be approved, and that the Mayor should be authorized to execute same on behalf of the City of Abilene; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

PART 1: That the Lease Agreement, a copy of which is attached hereto, for the lease of one certain 1970 Four Door Sedan Automobile, the details of which are more particularly set forth in said Lease Agreement, owned by the City of Abilene, and leased by the West Central Texas Council of Governments, be, and the same is hereby, in all things, approved.

PART 2: That the Mayor be, and he is hereby, authorized to execute said Lease Agreement, for and on behalf of the City of Abilene.

ADOPTED this 23 day of July, A. D., 19 70.

ATTEST:

Carolyn German
CITY SECRETARY

J. C. Huntley
MAYOR

APPROVED:

Ben Niederhiser
CITY ATTORNEY

LEASE AGREEMENT

THE STATE OF TEXAS
 |
 |
 |
COUNTY OF TAYLOR

FOR AND IN CONSIDERATION of the mutual covenants and conditions herein contained, the CITY OF ABILENE, a Municipal Corporation, situated in Taylor and Jones Counties, Texas, hereinafter referred to as "lessor", does hereby lease and let unto the WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS, an Association of Governmental Entities of the West Central Texas area, hereinafter referred to as "Lessee", one certain 1970 Plymouth, Four Door Sedan Automobile, Serial Number PE41GOD261337, for a term of one (1) year from June 1, 1970, under the following terms and conditions:

I.

As rental for such automobile, Lessee agrees to pay to Lessor, at its offices in Taylor County, Texas, eight cents (\$.08) per mile of operation of such automobile. Lessee shall render to the Accounting Department of Lessor a monthly accounting of the actual miles such automobile is operated, and make payment to Lessor, at such rate, on or before the tenth day of each next succeeding month of operation.

II.

Lessee shall be entitled to possession of such automobile, together with the unrestricted usage there of during the term of this lease, so long as such rental is currently paid. Failure to pay such rental, as provided for herein, shall authorize Lessor, at its option, to take immediate possession of such automobile.

III.

Lessor covenants and agrees to maintain such automobile in proper condition, normal wear and tear excepted, and to make all necessary repairs thereto. Lessor shall repair any and all damage to said automobile beyond normal wear and tear, and furnish fuel, oil and other supplies necessary for the operation of such automobile.

IV.

This Lease Agreement shall be renewable on a year to year basis, unless either party notifies the other party to the contrary, in writing, no later than thirty (30) days prior to the termination of the then current lease year, under the same terms and conditions herein provided, and at the rate to be determined in accordance with this section. At the end of each lease year, the actual rate per mile of operation for such automobile, based on the actual cost of fuel, oil, supplies, operation, repair and maintenance of same, plus depreciation as taken from the records maintained by Lessor's Accounting Department, shall be determined, and such actual cost per mile of operation shall serve as the rental rate per mile for the ensuing year.

Provided, however, that upon termination of this Lease Agreement, for any reason, either Lessee shall pay, or Lessor shall rebate, the amount necessary to adjust the per mileage rate to reflect the actual cost of operating said automobile, and depreciation thereof, based on all fuel, oil, supplies, other operational costs, and repairs made, cost of automobile at the time of purchase, and value of automobile at the time of termination, together with all other expenses incurred by Lessor in connection with said automobile during the effective time of this Lease Agreement. For purposes of this paragraph, the term "value of automobile at the time of termination" shall mean such value as may be agreed to by Lessor and Lessee, or, if such parties are unable to agree thereon, it shall mean the amount received by Lessor from any bona fide sale of such automobile, or, if Lessor chooses not to sell such automobile upon termination, it shall mean the highest bona fide offer received by Lessor to purchase same.

V.

Lessee agrees to save and hold Lessor harmless, and shall indemnify Lessor from any and all liability, of whatsoever nature, resulting from the usage and operation of such automobile.

EXECUTED this 23 day of July, A.D., 1970.

ATTEST:

CITY OF ABILENE

Carolynn Herman
CITY SECRETARY

BY: J. C. Hunt
MAYOR

APPROVED:

Ben Thibodeau, Jr.
CITY ATTORNEY

ATTEST:

WEST CENTRAL TEXAS
COUNCIL OF GOVERNMENTS

BY: Stan Strayhorn
President