

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 2/16/2024

Meeting Date: 2/26/2024

Submitted By: Lance Anderson

Department: Purchasing

Signature of Elected Official/Department Head:



Court Decision: <small>This section to be completed by County Judge's Office</small>

February 26, 2024

Description:

Consider and approve Master Rental Agreement and Johnson County Contract Terms Addendum with Hudson Transit with Authorization for County Judge to sign.

(May attach additional sheets if necessary)

Person to Present: Lance Anderson

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) 413th District Court

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

HUDSON TRANSIT

VEHICLE RENTAL AGREEMENT

This VEHICLE RENTAL AGREEMENT (this “**Agreement**”) is made as of the 26th day of February, 2024, between HUDSON TRANSIT LLC (“**Hudson Transit**”) and Johnson County (“**Customer**”).

1. VEHICLE COVERED AND TERM:

- A. Hudson Transit agrees to rent to Customer and Customer agrees to rent from Hudson Transit vehicle(s) listed on Exhibit A (the “**Vehicle**”) for the term specified on Exhibit A unless terminated earlier as provided in this Agreement.
- B. Customer acknowledges that it or its agent or its employee has examined the Vehicle, and that the Vehicle is undamaged, except as specifically noted on the Rental Delivery Acknowledgment & Inspection Form, and is in good condition and repair, mechanically and otherwise.

2. OPERATION OF VEHICLE:

- A. The Vehicle will be used and operated by Customer only in the normal and ordinary course of Customer's business, not in violation of any laws or regulations (including legal weight and size limits) and Customer will indemnify and hold harmless from any claim of loss or damage arising out of any such violation.

3. DRIVERS:

- A. Customer agrees to employ only safe, careful and properly licensed drivers to be selected, employed, controlled and paid by the Customer, said drivers being conclusively presumed to be the agents of Customer only, and in no respect agents of Hudson Transit nor engaged with Hudson Transit in any joint venture or enterprise.

- B. Customer is required to provide a copy of the Driver Licenses for all drivers who operate the vehicle while vehicle is rented to the customer.

- C. Customer agrees that the Vehicle will not be operated in a reckless or abusive manner, or on a flat tire, or improperly loaded, or to transport any property or material deemed extra hazardous by reason of being poisonous, inflammable, explosive, or fissionable. Customer agrees to reimburse Hudson Transit in full for damage to any Vehicle, including expenses resulting from a violation of this provision.

4. CHARGES:

- A. Customer agrees to pay Hudson Transit the applicable daily, weekly or monthly charge each vehicle shown on the Schedule A plus applicable use tax on or before the 1st day of the period for which the charge applies.
- B. Customer agrees to pay any other charges called for in this Agreement within five days of the date of Hudson Transit's invoice without deduction or setoff. Hudson Transit may impose at its option a late charge not to exceed 6% of payment.
- C. Customer agrees to pay for (1) highways and bridge tolls, (2) any sales, use, gross receipts or similar tax now or hereafter imposed upon the use of the Vehicle or on the rental or other charges accruing hereunder; (3) any increase in license or registration fees, federal highway use taxes, vehicle inspection fees, fuel tax permits, and personal property tax, or (4) any new or additional tax or governmental fees, adopted after the date of the execution of the applicable Schedule.
- D. Customer agrees to pay the refueling, vehicle washing, and other charges shown on Exhibit A.

5. PROPERTY RIGHTS:

- A. The Vehicle shall at all times remain and be the sole and exclusive property of Hudson Transit and at no time and under no circumstances shall Customer have or acquire any rights of property or title in and to the Vehicle.

6. INSURANCE:

- A. Customer shall at its own expense take out and maintain in force, during the continuance of this Agreement, a policy or policies of insurance in an insurance company or companies satisfactory to Hudson Transit with limits not less than:
 - 1. Bodily Injury and Property Damage Legal Liability (\$1,000,000.00 Combined Single Limit) per Vehicle.
 - 2. Fire and theft or comprehensive and collision based on "Original Value" and depreciation schedule per the Exhibit A with maximum deductibility of \$1,000.00.
- B. The aforesaid policies of insurance shall name Hudson Transit an additional named insured and shall name Hudson Transit as loss payee.
- C. Promptly after execution or within the next business day of this lease, Customer will furnish Hudson Transit with certificates of the insurance companies evidencing the aforesaid insurance coverage. Customer shall provide Hudson Transit with at least 10 days written notice of any intended change in insurance companies or intended cancellation of insurance coverage. Further, the policies of insurance shall provide the giving by insurance companies to Hudson Transit of at least 10 days advance notice of any intended cancellation of such coverage. In the event the Vehicle shall not be adequately covered by such insurance at any time during the term of this Agreement or should Hudson Transit be given notice of an intended cancellation of such insurance, Hudson Transit shall have the right at its option (1) to cover the Vehicle with the above-described types of insurance and to recover from the Customer at the time the next rental payment is due, the premiums expended by Hudson Transit for such insurance; or (2) Hudson Transit may proceed as provided in paragraph 9 of this Agreement.

D. In the event of a partial loss, Customer or Customer's insurer will continue to pay ongoing lease charges during the period repairs are being completed. In addition, Customer shall reimburse Hudson Transit for repair costs within thirty (30) days after repair costs are completed, regardless of the status of insurance.

E. Customer will notify Hudson Transit immediately of the theft of, or loss or damage to, any Vehicle, and in the case of physical damage, Hudson Transit will determine if the Vehicle is road-worthy and may continue in operation. All repairs will be conducted at a shop satisfactory to Hudson Transit.

F. In the event of theft or total loss of any Vehicle and provided Customer has paid all amounts due under the Agreement, Hudson Transit, at its option, will within 30 days (1) terminate the Agreement as to such Vehicle; or (2) provide a replacement Vehicle for the remainder of the Term In Months subject to all terms and conditions.

G. Hudson Transit will not be liable for loss of, or damage to, any goods, cargo or property ("Property") left in or upon any Vehicle at any time or place, including a garage or location operated by Hudson Transit (whether or not said loss or damage was caused by or related to the negligence of Hudson Transit, its agent, servants or employees) of the Agreement.

H. Customer and its agents and employees will reasonably cooperate with Hudson Transit and any insurer in the report, investigation, prosecution or defense of claims or suits arising from the operation of the Vehicles and will promptly deliver to Hudson Transit copies of all papers or notices served upon or delivered to Customer, its agents or employees and will otherwise comply with the notification requirements of Customer's insurance carrier.

I. Notice of Accident

1. Customer agrees to immediately notify Hudson Transit of any accident, collision, loss (including theft), or damage involving a Vehicle; to cause the driver to make a detailed report in person at Hudson Transit office as soon as practicable, and to render all other assistance reasonably requested by Hudson Transit and the insurer in the investigation, defense, or prosecution of any claims or suits.
2. Hudson Transit, as owner of the Vehicle, shall have priority in being selected to repair any damage occurring to any Vehicle covered by this Agreement as a result of any insurable loss described herein. In this regard, Hudson Transit will present to the Customer and the insurance company an estimate of repairs, competitive in terms of scope, quality, and price with other recognized bus repair businesses. To this end, Customer shall bring the damaged Vehicle to Hudson Transit for the purpose of obtaining such repair estimate and damage repairs, as soon as reasonably practical.

7. RETURN OF VEHICLE:

A. Upon expiration or termination of this Agreement in any manner whatsoever, Customer shall return the Vehicle to Hudson Transit complete and in good order and condition, reasonable wear and tear alone excepted. Should the Vehicle so returned not be in the required good order and condition, Hudson Transit shall cause such repairs to be made in which event Customer agrees promptly to reimburse Hudson Transit for all expense so incurred by Hudson Transit. Should any Vehicle not be returned to Hudson Transit upon the expiration or termination of this lease, Customer agrees promptly upon receipt of demand from Hudson Transit to pay for the use of the Vehicle upon the same bases as is provided in paragraph 4 of this lease; but the option of Hudson Transit to call for such payment shall be without prejudice to any other remedies available to Hudson Transit under the following subsection B, or elsewhere in this agreement.

B. Should Customer fail promptly to return any leased Vehicle to Hudson Transit, Hudson Transit is hereby authorized to enter any premises where the leased Vehicle may be and take possession of the same and remove it to its own premises. Customer agrees to pay upon demand to Hudson Transit (i) any and all moneys expended by Hudson Transit in connection with such removal, including transportation costs to the place of business of Hudson Transit, and (ii) the amount expended by Hudson Transit to put such Vehicle in good order and condition, reasonable wear and tear alone excepted. Should Customer claim that any Vehicle contains property belonging to Customer, the Customer shall give written notice to Hudson Transit of such fact within a period of 24 hours after repossession by Hudson Transit. Failure to give such notice within said 24 hours shall forever bar Customer from asserting any claim or claims against Hudson Transit on account of property alleged to have been in said repossessed Vehicle.

8. EVENTS OF DEFAULT:

The occurrence of any one or more of the following events shall constitute an Event of Default by Customer:

A. Customer's failure to make any payment due in connection with this Agreement.

B. Customer becomes insolvent, files a voluntary petition of bankruptcy, makes an assignment for the benefit of creditors, is adjudicated a bankrupt, permits a receiver to be appointed for its business, or permits or suffers a material disposition of its assets.

C. Default in connection with any obligation under this Agreement or under any other agreement between Customer and Hudson Transit.

9. REMEDIES:

A. Upon the occurrence of an Event of Default, if such default is not cured within 5 days after written notice has been mailed or otherwise sent to Customer, Hudson Transit may immediately, without further notice or demand, terminate this Agreement. Upon such termination, Hudson Transit may immediately, without further notice or demand, take possession of the Vehicle.

B. Customer agrees to pay Hudson Transit all costs and expenses, including reasonable attorney's fees, incurred in collecting amounts due from Customer or in enforcing any rights of Hudson Transit hereunder.

10. ASSIGNMENT OF LEASE:

A. This Agreement will be binding on the parties hereto, their successors, legal representatives and assigns. Customer agrees to promptly notify Hudson Transit in writing prior to all substantial changes in ownership or any material disposition of the assets of Customer's business. Customer does not have the right to sublease the Vehicle, nor to assign this Agreement or any interest therein without Hudson Bus's prior written consent, and any attempt to do so will be void.

11. INDEMNITY:

A. CUSTOMER WILL INDEMNIFY AND DEFEND HUDSON TRANSIT AND ITS AGENTS, SERVANTS AND EMPLOYEES AND HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS, SUITS, PROCEEDINGS, COSTS, LOSSES, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COURT COSTS, CLAIMED BY ANY PERSON, ORGANIZATION, ASSOCIATION OR OTHER ENTITY ARISING OUT OF OR IN ANY MANNER CONNECTED WITH:

1. THE USE OR OPERATION OF THE VEHICLE DURING THE TERM OF THIS AGREEMENT;
2. ANY AND ALL INJURIES (INCLUDING DEATH) OR PROPERTY DAMAGE SUSTAINED BY SUCH PARTY AS A RESULT OF THE ACT OF CUSTOMER OR ANY DRIVER, AGENT, SERVANT OR EMPLOYEE OF CUSTOMER, AND
3. ANY LIABILITY IMPOSED UPON OR ASSUMED BY CUSTOMER UNDER ANY WORKERS' COMPENSATION ACT OR OTHER EMPLOYEE BENEFIT PLAN OR CONTRACT WHATSOEVER; AND
4. ANY CLAIM BASED UPON CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT; AND
5. ANY CLAIM RELATING TO THE VEHICLES, OR ANY ACCESSORIES OR EQUIPMENT FURNISHED TO CUSTOMER OR THE CARE, CUSTODY OR OPERATION OF THE VEHICLES; AND
6. ANY DAMAGES CAUSED BY CUSTOMER'S TRANSPORTATION OR HANDLING OF ANY HAZARDOUS OR TOXIC MATERIALS OR SUBSTANCES.

B. Any violation by Customer of the provisions of this Section 11 shall at the option of Hudson Transit, forthwith terminate this Agreement whereupon Customer will surrender possession of the Vehicle and Hudson Transit may take immediate possession of the Vehicle, using all force necessary to do so. Customer hereby waives all rights, actions or causes for action that may accrue to it by virtue of such repossession by Hudson Transit.

C. Should Hudson Transit employ an attorney in any court proceeding involving this Agreement, Customer agrees to pay Hudson Transit all reasonable attorney's fees, costs, and expenses incurred in connection with such proceeding.

12. NOTICES:

Notices provided for herein will be in writing and mailed, sent by recognized overnight courier such as Federal Express or DHL, or personally delivered to the parties at their respective addresses set forth below, providing that either party may, by serving written notice to the other party, change its address for notice purposes.

13. GENERAL:

This agreement will not be binding on Hudson Transit until executed by a person duly authorized and will then constitute the entire agreement and understanding between the parties concerning the Vehicle, notwithstanding any previous writings or oral undertakings, and its terms will not be altered by any oral agreement or informal writing, nor by failure to insist upon performance, or failure to exercise any rights or privileges, but alterations, additions, or changes in this Agreement will only be accomplished by written endorsements, amendments, or additional Schedules to this Agreement executed by both parties. This Agreement is made and executed under the laws of the State of Texas, which laws shall govern the construction and enforcement thereof.

EXHIBIT A
TO
BUS RENTAL AGREEMENT

1. Description of Vehicle: TBD

VIN: TBD

2. Pick-up and Drop-off Location:

Hudson Bus Sales Cleburne, TX – TBD

3. Term of Rental:

Start Date: TBD

End Date: TBD

4. Rental Charges:

DRW Rental Charge: \$250 daily, \$1,250 weekly, \$5,000 monthly (\$375 in advance for 3 days)

Refuel Charge: \$4.00 per gallon if not returned full

Bus Cleaning Fee: \$100 for exterior/\$100 for interior if not returned clean

Toll Fee: \$5.00 per day of rental

Rental Tax: 10% for first 30 days, 6.25% thereafter

Delivery Charges: \$62.50 for locations under 30 miles, \$2.25 per mile after

Pickup Charges: \$62.50 for locations under 30 miles, \$2.25 per mile after

First Aid Charge: \$46.00 (Medical kits are located inside the bus for emergencies only. If used, charges do apply)

Bodily Fluid Charge: \$29.00 (Medical kits are located inside the bus for emergencies only. If used, charges do apply)

Note: Must have insurance coverage before rental begins. In addition, we will need copies of driver's license for all drivers of this vehicle. Thank you.

SIGNATURE PAGE TO VEHICLE RENTAL AGREEMENT

HUDSON TRANSIT LLC

Johnson County

By: Carson Mizner

By:

CJM Becker

Title: Logistics Manager

Title:

County Judge

Date: TBD

Date:

2/26/2024

Address: 3145 N Main St. Cleburne, TX 76033

Witness:

April Long

Address:

2 N. Main, Cleburne, Tx 76033



**MASTER RENTAL AGREEMENT AND
JOHNSON COUNTY CONTRACT TERMS
ADDENDUM TO RENTAL CONTRACT**

This Master Rental Agreement And Johnson County Contract Terms Addendum to Rental Contract, (hereinafter referred to as the "AGREEMENT") is between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY"), and Hudson Transit, LLC (hereinafter referred to as "VENDOR"), collectively referred to as the "PARTIES", and is a master rental agreement and an addendum to the Rental Contract of Vendor between the Parties for the rental of equipment and together this AGREEMENT and the Rental Contract shall constitute the entire and complete contract between the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree and understand as follows:

1. This Agreement is to apply to each and every Rental Contract for the rental of equipment by County from Vendor after the date this Agreement is approved by the Parties and shall continue to be effective until 31 December 2024. A signed copy of this Agreement shall be attached to and become part of each Rental Contract between the Parties as though said copy of this Agreement were an original. In the event a signed copy of this Agreement is not attached to a Rental Contract, the Parties agree that the terms and conditions of the Agreement will apply to the Rental Contract as though said Agreement had been attached.
2. This Agreement is to clarify, limit, modify or delete terms and provisions of the Rental Contract and in the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of those contractual provisions tendered to Johnson County in the Rental Contract, this Agreement shall control and amend the contractual provisions of the Rental Contract and any provisions in the Rental Contract to the contrary are hereby deleted.
3. This Agreement is being executed in order to facilitate County being able to rent equipment from Vendor on an "as needed" basis and that when a representative of County signs the Rental Contract upon taking possession of the equipment, the representative of County is acknowledging the tender or delivery of Vendor's equipment, the rate to be charged and the time period of the rental; however, the representative of County is not agreeing to or binding the County to any terms and conditions that conflict with this Agreement.
4. Each Rental Contract with a signed copy of this Agreement attached will be an effective agreement between the Parties upon the Purchasing Agent of County issuing a Purchase Order for the rental of equipment listed on the Rental Contract and a representative of County signing the said Rental Contract.

5. Either Party may cancel this Agreement by providing written notice to the other Party thirty (30) days prior to cancellation.
6. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement will be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision in the Rental Contract stating that County agrees to waive any right to trial by jury is hereby deleted.
7. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision in the Rental Contract to the contrary is hereby deleted.
8. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term in the Rental Contract which provides for such a claim is hereby deleted.
9. Under the Texas Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references in the Rental Contract of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
10. County is a political subdivision of the State of Texas, and therefore has certain governmental/sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act (Chapter 101, Texas Civil Practice and Remedies Code); therefore, any provisions in the Rental Contract requiring County to provide and maintain any insurance in excess of the statutory maximum limits are hereby deleted.
11. County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled; therefore any provisions in the Rental Contract to the contrary are hereby deleted.
12. County will provide property insurance covering the replacement (fair market value) cost of the equipment rented and will provide Vendor with a certificate of insurance.
13. County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions in the Rental Contract to the contrary are hereby deleted.

14. County does not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provisions in the Rental Contract to the contrary are hereby deleted.
15. County does not agree to waive any rights and remedies available to County under the Texas Deceptive Trade Practices-Consumer Protection Act; therefore, any provisions in the Rental Contract to the contrary are hereby deleted.
16. Except for a heavy equipment tax, County does not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Rental Contract, the equipment or its use; therefore, any provisions in the Rental Contract to the contrary are hereby deleted.
17. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:
 - a. the date the governmental entity receives the goods under the contract;
 - b. the date the performance of the service under the contract is completed; or
 - c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions in the Rental Contract to the contrary are hereby deleted.


18. To the extent, if any, that any provision in this Agreement is in conflict with Chapter 552 of the Texas Government Code (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act.
19. Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement. Each representative whose signature appears

on this Agreement represents and does hereby certify that they have the authority to enter into this Agreement for their represented Party.

APPROVED AS TO FORM AND CONTENT:

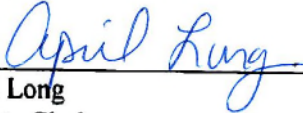
JOHNSON COUNTY:



Christopher Boedecker
County Judge

2/26/2024
Date

Attest:




April Long
County Clerk



2/26/2024
Date

VENDOR:



Authorized Representative
Printed Name: Carson Mizner
Title: Logistics Manager

2-16-24
Date