



## Harris County, Texas

1001 Preston St., Suite 934  
Houston, Texas 77002

### Commissioners Court

#### Request for Court Action

File #: 22-7540

Agenda Date: 11/29/2022

Agenda #: 182.

**Department:** PurchasingYES  NO  ABSTAIN **Department Head/Elected Official:** DeWight Dopslauf

Judge Lina Hidalgo

**Regular or Supplemental RCA:** Regular RCA

Comm. Rodney Ellis

**Type of Request:** Contract - Award

Comm. Adrian Garcia

**Project ID** (if applicable): 210066

Comm. Tom S. Ramsey

**Vendor/Entity Legal Name** (if applicable): Matran, Inc dba Master's Leasing and Rental

Comm. R. Jack Cagle

**MWDBE Contracted Goal** (if applicable): N/A**MWDBE Current Participation** (if applicable) N/A**Justification for 0% MWDBE Participation Goal:** 0% - Non-Divisible

#### **Request Summary (Agenda Caption):**

Request that the County Judge execute an agreement with Matran, Inc dba Master's Leasing and Rental for lease of shuttle buses for Precinct 2 for the period of November 29, 2022 - May 31, 2023, with four (4) one-year renewal options, in connection with an award approved by Commissioners Court on September 13, 2022 (210066), Justification for 0% MWDBE Participation Goal: 0% - Non-Divisible.

#### **Background and Discussion:**

Harris County agreement for Job No. 210066 Lease of Shuttle Buses

#### **Expected Impact:**

To provide urgent transportation needs for the community.

#### **Alternative Options:**

N/A

#### **Alignment with Goal(s):**

- Justice and Safety
- Economic Opportunity
- Housing
- Public Health
- Transportation
- Flooding
- Environment
- Governance and Customer Service

Presented to Commissioners Court

November 29, 2022

Approve: G/E

File #: 22-7540

Agenda Date: 11/29/2022

Agenda #: 182.

**Prior Court Action (if any):**

| Date      | Agenda Item # | Action Taken                                 |
|-----------|---------------|--|
| 9/13/2022 | 378           | Utilization of Harris Health Contract 210066 |

**Location:**

Address (if applicable): N/A

Precinct(s): Precinct 2

**Fiscal and Personnel Summary**

| Service Name   | FY 23            | FY 24     | Next 3 FYs |
|--|------------------|-----------|------------|
| <b>Incremental Expenditures (do NOT write values in thousands or millions)</b> |                  |           |            |
| Labor Expenditures   | \$               | \$        | \$         |
| Non-Labor Expenditures   | \$               | \$        | \$         |
| <b>Total Incremental Expenditures</b>  | <b>\$</b>        | <b>\$</b> | <b>\$</b>  |
| <b>Funding Sources (do NOT write values in thousands or millions)</b>          |                  |           |            |
| <b>Existing Budget</b>   |                  |           |            |
| 1000 - General Fund  | \$300,000        | \$        | \$         |
| Choose an item.  | \$               | \$        | \$         |
| Choose an item.  | \$               | \$        | \$         |
| <b>Total Current Budget</b>  | <b>\$300,000</b> | <b>\$</b> | <b>\$</b>  |
| <b>Additional Budget Requested</b>   |                  |           |            |
| Choose an item.  | \$               | \$        | \$         |
| Choose an item.  | \$               | \$        | \$         |
| Choose an item.  | \$               | \$        | \$         |
| <b>Total Additional Budget Requested</b>                                       | <b>\$</b>        | <b>\$</b> | <b>\$</b>  |
| <b>Total Funding Sources</b>   | <b>\$300,000</b> | <b>\$</b> | <b>\$</b>  |
| <b>Personnel</b> (Fill out section only if requesting new PCNs)                |                  |           |            |
| Current Position Count for Service   | -                | -         | -          |
| Additional Positions Requested   | -                | -         | -          |
| <b>Total Personnel</b>   | <b>-</b>         | <b>-</b>  | <b>-</b>   |

**Anticipated Court Date: 11/29/2022****Anticipated Implementation Date (if different from Court date):****Emergency/Disaster Recovery Note:** Not an emergency, disaster, or COVID-19 related item

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**File #: 22-7540**

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**Contact(s) name, title, department:** Anne Tyson, Purchasing Manager, Commissioner Precinct 2; Margaret Obot, Senior Buyer, Purchasing

**Attachments (if applicable):** Letter, Agreement



**DeWight Dopslauf, C.P.M., CPPO  
Harris County Purchasing Agent**

November 15, 2022

Commissioners Court  
Harris County, Texas

**RE: Job No. 210066**

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the Agreement for the following:

**Description:** Lease of Shuttle Buses for Harris County Precinct 2

**Vendor:** Matran, Inc dba Master's Leasing and Rental

**Term:** November 29, 2022 - May 31, 2023 with four (4) one-year renewal options

**Amount:** \$300,000

**Reviewed by:** X Harris County Purchasing      X Precinct 2

On September 13, 2022 Commissioners Court approved the utilization of Contract subject to the execution of an Agreement. A purchase order will be issued upon Commissioners Court approval.

Sincerely,

*DeWight Dopslauf*

DeWight Dopslauf  
Purchasing Agent

MO  
Attachment  
cc:      Precinct 2  
          Vendor

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA NOVEMBER 29, 2022**

## **AGREEMENT BETWEEN HARRIS COUNTY AND MATRAN, INC. DBA MASTER'S LEASING AND RENTAL**

THE STATE OF TEXAS      §  
                                §  
COUNTY OF HARRIS      §

This Agreement is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Commissioner, Precinct 2 (the "Department"), and MaTran, Inc. dba Master's Leasing and Rental ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

### **1) GENERAL SCOPE OF SERVICES**

- A) The County agrees to lease certain shuttle buses from Contractor under Job No. 21/0066 for Harris County Hospital District dba Harris Health System ("Harris Health"). The County will adopt the terms and conditions of the agreement between Contractor and Harris Health, attached hereto as Exhibit A. Those terms shall apply to the County, except for standard County terms below. The specific vehicles under this Agreement, including rates, are listed in the lease submittal forms attached as Exhibit B.
- B) A designated person from the Department shall act for the County in connection with the performance of this Agreement.
- C) The County will be responsible for covering maintenance and repairs of the vehicles, in the same way as discussed in Section 5 of Exhibit A.
- D) The County is self-insured for any loss under this Agreement.
- E) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

### **2) TERM**

The Initial Term of this Agreement shall begin upon approval by Harris County Commissioners Court (the "Commencement Date") and remain in full force and effect through May 31, 2023. Upon approval by the County, this Agreement shall renew for up to four (4) additional one (1) year terms, each a "Renewal Term."

### **3) TERMS OF PAYMENT**

- A) Contractor shall submit to the Harris County Auditor a sworn invoice for Services rendered. All invoices must be submitted by email to: VENDORINVOICES@HCTX.NET The invoice shall be in a form acceptable to the County Auditor and, at a minimum, include such detail as may be requested by the County Auditor for verification purposes.
- B) The invoices shall, at a minimum, include a description of the services/deliverables, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services/deliverables. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas.

### **4) LIMITATION OF APPROPRIATION**

- A) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Three Hundred Thousand and No/Dollars (\$300,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.
- B) Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and the Auditor's certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.
- C) Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the Contractor shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be

construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately.

## 5) NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: MaTran, Inc. dba Master's Leasing and Rental  
800 Quik Trip Way  
Belton, MO 64012  
Attn: Mark Ondich

To the County: Harris County Commissioner, Precinct Two  
1001 Preston, Room 924  
Houston, Texas 77002  
Attn: Anne Tyson

Copy To: Harris County Purchasing Agent  
1111 Fannin, 12<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: Margaret Obot

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

## 6) EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

MATRAN, INC.  
DBA MASTER'S LEASING AND RENTAL

By:   
Name: John D. Goodbrake  
Title: President  
Date: 11/14/22

HARRIS COUNTY

DocuSigned by:  
By:   
266C1B1FCB5A4DC...  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEET  
COUNTY ATTORNEY

By:   
T. Scott Petty  
Assistant County Attorney  
C.A. File 22GEN3985

EXHIBIT A

Agreement between Harris Health System and Matran, Inc.

(follows behind)

Lease Agreement #: LEASE-2673-6



HCHD-460

### Vehicle Lease Agreement

This VEHICLE LEASE AGREEMENT (this "Lease"), made and entered into by and between **Harris County Hospital District dba Harris Health System**, hereinafter designated as "Lessee", and **Master's Leasing**, a division of MaTran, Inc., 800 Quik Trip Way, Belton, MO 64012 hereinafter designated as "Lessor".

General Information: Base Payment: **\$3,490.00 / per Month, per Vehicle including GPS tracking device.**  
 Free Miles: **3,200 / per Month, per Vehicle**  
 Commencement Date: **06/01/2021** Security Deposit: **\$0.00 / per Vehicle**  
 Expiration Date: **5/31/2026** Lessee's Insurance Co:  
 F.O.B.: MaTran Inc., Belton, MO Policy No:  
 Delivery Fee: **\$1,000.00 / per Vehicle**  
 Term: **See Section 1, below.**

Description of Equipment:

|                  |  |                        |
|------------------|--|------------------------|
| Unit No. Z-T9091 | Year/Make/Model: 2020/Freightliner/Grech | VIN: 3ALACXFC8LDKT9091 |
| Z-T9852          | 2020/Freightliner/Grech                  | 3ALACXFC8LDKT9852      |
| Z-T9094          | 2020/Freightliner/Grech                  | 3ALACXFC3LDKT9094      |
| Z-T9089          | 2020/Freightliner/Grech                  | 3ALACXFCXLDKT9089      |

The Location of Equipment: 2525 Holly Hall Houston, TX 77054

WITNESSETH:

Lessor, for and in consideration of the rents, conditions and agreements hereinafter contained, on the part and behalf of Lessee to be paid, kept and performed, does hereby lease to Lessee, and Lessee does hereby lease and rent from Lessor the motor Vehicle(s) described above, said Vehicle(s) being hereinafter referred to as the "Vehicle(s)". Title to all Vehicle(s) shall at all times remain with Lessor.

This Lease is expressly made subject to the following terms, conditions, and agreements:

1. TERMS OF LEASE: This Lease shall be effective on the Commencement Date stated above and shall continue thereafter for a term of one (1) year ("Initial Term"). This Lease shall automatically renew for four (4) additional one (1) year terms (each, a "Renewal Term") under the same terms and conditions unless either Party gives notice of its intent to not renew this Lease at least ninety (90) days prior to the end of any one (1) year term. The Initial Term and any Renewal Term shall be referred to collectively as the "Term." If Lessee remains in possession of all or any part of the leased Vehicle(s) after the Expiration Date or any extension hereof, this Lease shall be extended on a month to month basis, and all terms and conditions of this Lease shall apply until the Vehicle(s) are returned in the condition required by this Lease.
2. RENT: For the use of the Vehicle(s), Lessee shall pay to the Lessor at the above stated address, rent in the following amounts and manner:
  - a) Month \$3,490.00, per Month, per Vehicle Including GPS tracking device plus any applicable taxes for each month during the term of this Lease. The first payment and a security deposit of \$0.00 per Vehicle (if deposit was NOT already paid to hold the Vehicle) will be due on the Commencement Date with all remaining monthly payments due on the 1<sup>st</sup> day of each month following.

Lease Agreement #: LEASE-2673-6

- b) A late fee shall be paid by Lessee in the amount equal to five percent (5%) of the unpaid balance of any payment under this Lease not made by the 15<sup>th</sup> (fifteenth) day of the month. Such amount shall be assessed for each month or part thereof such payment is past due and shall be due and payable immediately upon notice of past due status.
- c) Rent includes 3,200 miles per Month, per Vehicle, at no charge. Miles driven in excess of this amount will be charged at \$0.39 per mile due upon the Expiration Date or earlier termination of this Lease and the return of the Vehicle(s).

**3. CONDITION OF THE VEHICLE(S):**

Lessee acknowledges that it is qualified to inspect the Vehicle(s), that it has inspected the Vehicle(s), knows the condition thereof, and that the same is in good condition and repair. LESSEE ACKNOWLEDGES THAT: LESSOR IS NOT THE MANUFACTURER OF THE VEHICLE NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE VEHICLE IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY LESSEE; LESSEE IS SATISFIED THAT THE VEHICLE IS SUITABLE AND FIT FOR ITS PURPOSES; AND LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE VEHICLE, EXPRESS OR IMPLIED AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY, CONDITION OR CAPACITY OF THE VEHICLE OR THE MATERIALS IN THE VEHICLE OR WORKMANSHIP OF THE VEHICLE, LESSOR'S TITLE TO THE VEHICLE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY VEHICLE OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY AN INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE VEHICLE. No defect or unfitness of the Vehicle, and no failure on the part of the manufacturer or the shipper of the Vehicle to deliver the Vehicle or any part thereof to Lessee shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. Lessor shall have no obligation in respect of the Vehicle and shall have no obligation to install, erect, test, adjust or service the Vehicle. Lessee shall only look to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Vehicle for any reason and in any way be defective. Lessor shall make available to Lessee all manufacturer and/or vendor warranties with respect to the Vehicle.

**4. USE OF VEHICLE(S):**

- a) Lessee shall have care, custody and control of the Vehicle(s) and will conduct all required and necessary safety inspections to insure safe operation.
- b) Lessee and Drivers will abide by Vehicle(s) usage procedures outlined in Schedule A.
- c) Lessee shall register and license the Vehicle(s) and comply with all applicable federal, state, county or municipal laws relating to licensing, registration, taxes and operation of Vehicle(s).
- d) Lessee shall pay all taxes, licensing and/or registration fees, and all other governmental fees or regulatory charges during the term of this Lease, as well as any taxes, licensing and/or registration fees, and all other governmental fees or regulatory charges incurred by Lessor upon the termination of this Lease and Lessee's return of the Vehicle(s).
- e) Lessee is responsible to comply with all DOT requirements applicable to the area in which the Vehicle will be operated.
- f) Lessee shall permit only safe, careful, authorized and properly licensed and insured drivers to operate the Vehicle(s). Drivers must submit a copy of their commercial license to Lessee for Vehicle(s) over 15 passengers.
- g) Lessee shall not permit the Vehicle(s) to be used in violation of any federal, state, county or municipal statutes, laws, ordinances, rules or regulations. The Vehicles shall not be used outside of the United States without Lessor's prior written consent. To the extent authorized by the Constitution and laws of the State of Texas, Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeitures, damages, or penalties assessed against Lessor resulting from violation of such statutes, laws, ordinances, rules or regulations.

**5. MAINTENANCE AND REPAIRS:**

- a) Lessee shall at all times during the term hereof and without cost to Lessor, be responsible for all necessary labor, material, parts, fuel, and supplies for routine maintenance and shall maintain and keep the Vehicle(s) in good running condition and safe working order. Lessee agrees to reimburse Lessor for all expenses, including but not limited to, parts and labor, for mechanical and physical damage repairs to the Vehicle(s) caused by Lessee's neglect or failure to maintain the Vehicle(s) in good operating

Lease Agreement #: LEASE-2673-6

condition while under Lessee's custody or control. b) If, during the term of this Lease, any Vehicle is involved in an accident or has mechanical failure, Lessee shall contact Lessor at 800-783-3613 within forty eight (48) hours after such incident.

**6. RETURN OF VEHICLE(S):**

- a) Lessee shall return the Vehicle(s) to Lessor's place of business at Lessee's expense in accordance with Schedule A hereto.
  - b) Lessee shall return the Vehicle(s) on or before the Expiration Date or any earlier termination of this Lease, in the same condition, as when delivered (ordinary wear and tear excluded) or pay as additional rent, Lessor's cost of repairing any damage to the Vehicle(s) in excess of ordinary wear and tear. In addition, for purposes of clarity only and in no way limiting other provisions of Section 6 a-c.:
    - i. Lessee shall return the Vehicle(s) free from all body damage and free from all broken or cracked glass.
    - ii. Upon return of the Vehicle(s), the Vehicle(s) must pass the Department of Transportation inspection including minimum standards for tires and brakes.
    - iii. Upon return of the Vehicle(s), the air conditioning/cooling system must be in proper working order.
    - iv. All Vehicle(s) shall be returned with all original equipment that was installed at the Commencement of the Lease or during the term of the Lease.
- c) Lessee further agrees to keep the Vehicle(s) free of any and all claims and encumbrances by any person.

**7. INSURANCE:** Lessor acknowledges that Lessee is self-insured for any loss incurred as a result of the obligations it assumes under this Lease. Lessee, at its own expense shall obtain and keep effective during the entire term of this Lease, insurance policies providing minimum liability coverage for any loss arising out of death, injury or property damage with minimum limits required by any applicable no fault and/or uninsured motorist law or as required by all state and federal laws and regulations including but not limited to United States Department of Transportation laws and regulations and the Texas Constitution and laws. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof. In the event of any loss arising out of the possession, use, operation or condition of the Vehicle(s) during the term of this Lease, Lessee shall immediately provide notice of such loss to the Lessor. Whenever a Vehicle is damaged and such damage can be repaired, Lessee shall, at its expense, promptly effect such repairs as Lessor shall deem necessary for compliance with paragraph 5 above.

**8. LESSEE COVENANTS, REPRESENTATIONS AND WARRANTIES:** (a) Affirmative Covenants. Lessee shall: (i) pay all shipping and delivery charges and other expenses incurred in connection with the Vehicle(s) and pay all lawful claims, whether for labor, materials, supplies, rent or services, which might or could if unpaid become a lien on the Vehicle(s); (ii) comply with all laws and regulations and rules, all manufacturer's instructions and warranty requirements, and with the conditions and requirements of all policies of insurance relating to each Vehicle and its use; (iii) mark and identify the Vehicle(s) with all information and in such manner as Lessor or its assigns may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed; (iv) at any and all times during business hours, grant Lessor free access to enter upon the premises wherein the Vehicle(s) shall be located or used and permit Lessor to inspect the Vehicle(s) and all applicable maintenance records; provided, however, that Lessor shall have no obligation to inspect any Vehicle(s) or records; and (v) maintain a system of accounts established and administered in accordance with generally accepted accounting principles and practices consistently applied; .

(b) Negative Covenants. Lessee shall not (i) voluntarily or involuntarily create, incur, assume or suffer to exist any mortgage, lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Vehicle(s) or this Lease or any of Lessee's interest thereunder; (ii) permit the name of any person, association or corporation other than the Lessor or Lessee to be placed on the Vehicle(s); (iii) part with possession or control of or suffer or allow to pass out of its possession or control any item of the Vehicle(s) or change the location of the Vehicle(s) or any part thereof from the address shown in the Lease; (iv) ASSIGN OR IN ANY WAY TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE Vehicle(s); (v) change (a) its name or address from that set forth above, (b) the state under whose laws it is organized as of the date hereof, or (c) the type of organization under which it exists as of the date hereof unless it shall have given Lessor or its assigns no less than thirty (30) days' prior written notice of any such proposed change; (vi) permit the sale or transfer of any shares of its capital stock or of any ownership interest in the Lessee to any person, persons, entity or entities (whether in one transaction or in multiple transactions) which results in a transfer of a majority interest in the ownership and/or the control of the Lessee from the person, persons, entity or entities who hold ownership and/or control of the Lessee as of the date of this Lease; (vii) consolidate with or merge into or with any other entity, or purchase or otherwise acquire all or substantially all of the assets or stock or other ownership interest of any person or entity or sell, transfer, lease or otherwise dispose of all or substantially all of Lessee's assets to any person or entity; or (viii) allow a Blocked Person to have an ownership interest in or control of Lessee. "Blocked Person" means any person or entity that is now or at any time (A) on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, or (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory

## Lease Agreement #: LEASE-2673-6

oversight over Lessor, to be a person with whom Lessor is not permitted to extend credit to or with regard to whom, a lessee relationship may result in penalties against Lessor or limitations on a lessor's ability to enforce a transaction.

(c) Representations and Warranties. Lessee represents and warrants to Lessor, that (i) the Lease has been duly authorized and executed and is not in contravention of, and will not result in a breach of, any of the terms of Lessee's charter, by-laws, articles of incorporation or other organic documents or any loan agreements or indentures of Lessee, or any other contract, agreement or instrument to which Lessee is a party or by which it is bound; (ii) Lessee's exact legal name as it appears on its charter or other organic documents, including as to punctuation and capitalization, and its principal place of business or chief executive office are as set forth in the heading of this Lease; (iii) Lessee is duly organized, validly existing and in good standing under the laws of the state of its incorporation or formation and is duly qualified and authorized to transact business in, and is in good standing under the laws of, each other state in which the Vehicle(s) is or will be located; (iv) there has been no change in the name of the Lessee, or the name under which Lessee conducts business within the one year preceding the date hereof except as previously reported in writing to Lessor; (v) Lessee has not moved its principal place of business or chief executive office, or has not changed the jurisdiction of its organization within the one year preceding the date hereof except as previously reported to Lessor in writing; (vi) this Lease constitutes a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (vii) all information provided by Lessee to Lessor in connection with this Lease is true and correct; (viii) the Vehicle(s) will be used primarily for business purposes as opposed to personal, family or household purposes; and (ix) there are no suits pending or threatened against Lessee or any guarantor of the Lessee's obligations (each, a "Guarantor") which, if decided adversely, might materially adversely affect Lessee's or such guarantor's financial condition, the value, utility or remaining useful life of the Vehicle(s), the rights intended to be afforded to Lessor hereunder or under any guarantee or the ability of Lessee or any guarantor to perform its obligations under the Lease or any document delivered in connection with the Lease.

**9. INDEMNITY:** To the extent authorized by the Constitution and laws of the State of Texas, Lessee shall defend, indemnify and hold harmless Lessor and the officers and employees of Lessor and its insurer from and against any damage, loss, theft, or destruction of the Vehicle(s) and against all losses, liabilities, damages, injuries, claims, demands, costs and expenses of every kind and nature, including bodily injury, property damage and death, whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, condition, maintenance or operation of the Vehicle(s) during the Lease term or while the Vehicle(s) is in the Lessee's possession or under its control; the performance or nonperformance of Lessee hereunder and any act or omission of Lessee, and its agents, servants or employees. Lessee shall further indemnify and hold harmless Lessor for any and all governmental fees or regulatory charges due pursuant to paragraph 4.e. of this Lease, including any late penalties or interest accrued thereupon.

**10. ASSIGNMENT:** Lessor may sell or assign any or all of its interest in this Lease or sell or grant a security interest in all or any part of the Equipment, without notice to or the consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any setoff, recoupment, claim, counterclaim or defense Lessee may have against Lessor or any person other than such assignee. Lessee agrees that if it receives written notice of an assignment from Lessor, it will pay all rent and other payments payable under each Supplement to such assignee or as instructed by Lessor or the assignee identified in the notice received from Lessor. An assignee of Lessor shall have all rights of Lessor under the applicable Lease, to the extent assigned, separately exercisable by such assignee independently of Lessor or any assignee with respect to other leases. Upon any such assignment and except as may otherwise be provided therein all references in this Lease to Lessor shall include such assignee.

**11. DEFAULT:** An Event of Default shall occur if: (i) Lessee is delinquent on any payment due hereunder and in default as provided in paragraph 2 of this Lease, (ii) Lessee breaches any other agreement, term, covenant or condition which this Lease requires, and such breach continues for a period of ten (10) days after notice from Lessor to Lessee, (iii) Lessee or any Guarantor or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern, make an assignment for the benefit of creditors, become insolvent, or engage in any dissolution or liquidation proceedings; (iv) Lessee or any Guarantor or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets; (v) Lessee or any Guarantor shall be in breach of or in default in the payment or performance of any material obligation under any credit agreement, conditional sales contract, lease, guaranty, or other contract with Lessor, an affiliate of Lessor or any other person or entity, howsoever arising; (vi) any individual Lessee, Guarantor, or partner of Lessee if Lessee is a partnership shall die; (vii) Lessee, or any Guarantor of this Lease shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Vehicles to be insecure; or (viii) any Guarantor fails to pay or perform any obligation owing to Lessor, or breaches or fails to observe or perform any term, condition, covenant, representation or warranty contained in any agreement made by such Guarantor in favor of Lessor and such failure or breach continues beyond the applicable grace or cure period set forth in such agreement, if any.

Upon the occurrence of any Event of Default, Lessor may, in addition to any other right or remedy given by law, terminate this Lease immediately and require Lessee at its own expense to return the Vehicle(s) pursuant to paragraph 6 of this Lease within three (3) days of the Event of Default. Lessor may also enter upon the premises where the Vehicle(s) is located and take

Lease Agreement #: LEASE-2673-6

immediate possession of and remove the same with or without instituting legal proceedings. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy, and such remedies may be exercised concurrently or separately but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. Lessor shall be entitled to, and Lessee agrees to pay damages equal to the sum of (i) accrued and unpaid rent, including interest; (ii) the present value of the rent for the remaining lease term under this Lease discounted to such present value at a rate of [3%] per annum; (iii) any and all costs, expenses, penalties, fees or charges of any kind incurred by Lessor as a result of or relating to Lessee's default; and (iv) as permitted by applicable law, any and all attorney fees, legal expenses or litigation costs Lessor incurs as a result of or relating to Lessee's default. If, after Lessee's payment of damages as provided in this paragraph, Lessor disposes of the Vehicle(s) to a third party prior to the end of the term of this Lease, Lessor shall credit Lessee with the present value of the portion of the new lease applicable to the remaining term of this Lease.

If this Lease is deemed at any time to be a lease intended as security, Lessee grants Lessor a security interest in the Vehicle(s) to secure its obligations under such Lease, all other Leases and all other indebtedness at any time owing by Lessee to Lessor. Lessee agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

**12. NOTICES:** Any notice hereunder to Lessee or Lessor shall be in writing and shall be deemed to have been given when delivered personally or deposited with a nationally-recognized overnight courier service or in the United States mails, postage prepaid, addressed to recipient at its address set forth above or at such other address as may be last known to the sender.

**13. NET LEASE AND UNCONDITIONAL OBLIGATION:** This Lease is a completely net lease and Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is absolute, unconditional and irrevocable, and shall be paid without any abatement, reduction, setoff or defense of any kind. This Lease cannot be canceled, prepaid, or terminated except as expressly provided herein.

**14. GOVERNING LAW AND FORUM SELECTION, JURY TRIAL WAIVER:** This Lease is subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and any other regulatory body having jurisdiction. It is understood and agreed that Lessee is a political subdivision organized under the laws of the State of Texas. This Lease will, therefore, be governed by and construed according to the laws of the State of Texas without regard to its conflict of law principles. Notwithstanding anything in this Lease to the contrary, it is understood and agreed that venue for any action, controversy, dispute, or claim shall be in a court of appropriate jurisdiction in Houston, Harris County, Texas, exclusively. Lessee does not agree to waive its right to a jury trial. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF LESSEE UNDER THIS LEASE.

No course of dealing between Lessor and Lessee or any delay or omission on the part of Lessor in exercising any rights hereunder shall operate as a waiver of any rights of Lessor. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor. To the extent permitted by applicable law, Lessee hereby waives the benefit and advantage of, and covenants not to assert against Lessor, any valuation, inquisition, stay, appraisement, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or re-leasing made under the judgment, order or decree of any court or under the powers of sale and re-leasing conferred by this Lease or otherwise. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by Article 2A-508 through 2A-522 of the Uniform Commercial Code, including but not limited to Lessee's rights to: (i) cancel this Lease; (ii) repudiate this Lease; (iii) reject the Vehicle; (iv) revoke acceptance of the Vehicle; (v) recover damages from Lessor for any breaches of warranty or for any other reason; (vi) claim a security interest in the Vehicle in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under this Lease; (viii) accept partial delivery of the Vehicle; (ix) "cover" by making any purchase or lease of or contract to purchase or lease Vehicle in substitution of Vehicle identified to this Lease; (x) recover any general, special, incidental, or consequential damages, for any reason whatsoever; and (xi) specific performance, replevin, detinue, sequestration, claim, delivery or the like for any Vehicle identified to this Lease.

**15. LIMIT OF APPROPRIATIONS.** Lessor understands and agrees, such understanding and agreement being of the absolute essence to this Lease, that Lessee has available the total maximum sum of \$841,600.00 specifically allocated to fully discharge any and all lease payments which may be incurred by Lessee under this Lease, exclusive of potential costs incurred for damages, taxes, title, registration, licensing, and excess mileage. In its sole discretion, Lessee may increase the funding allocated for this Lease without a written amendment to this Lease at the time of renewal or during a Renewal Term provided no other terms or conditions of this Lease are modified or amended as a result of the increased funding.

**16. GENERAL AND MISCELLANEOUS:**

a) No forbearance to exercise any rights or privileges under this Lease, or waiver of any breach of any of its terms, shall be construed as a waiver of Lessor's rights or privileges under any such terms, and the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

b) The terms of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Lease constitutes the entire agreement between the parties hereto and may not be amended except in writing signed by the duly authorized representative of the parties hereto.

Lease Agreement #: LEASE-2673-6

- c) In the event that any provision of this Lease shall be held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof
- d) In the event that any provision of this Lease is in any way breached by the Lessee or Lessee fails in any way to perform as agreed herein, the Lessor may, at its election, terminate this Lease after first providing Lessee notice and ten (10) days in which to cure said breach. If Lessee fails to cure within the agreed upon time frame, Lessor may have the immediate right to possession of the Vehicle(s) leased hereunder and shall be entitled to immediate payment of all amounts due under this Lease.
- e) There shall be one original of the Lease and it shall be marked "Original". To the extent that any Lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in the Lease marked "Original".
- f) In the event that the Lessee should experience a period in which a Vehicle that is subject to this Lease is out of service for a period of time due to repair, maintenance or damages, Lessor will make a substitute rental Vehicle(s) available for use by Lessor at the standard daily rental rate and transportation/delivery costs in place at the time of the potential event. Lessor will exercise all commercially reasonable efforts to deliver the substitute rental vehicle to Lessee within 48 hours of the Lessee's request.

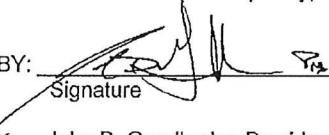
The parties hereto have executed this Lease as of the day and year first above written:

Lessee: Harris County Hospital District dba Harris Health System    Lessor: Master's Leasing, a Division of MaTran, Inc.  
800 Quik Trip Way, Belton, MO 64012

BY:   
Signature

Esmaeil Porsa, M.D./ President and CEO  
Printed Name, Title

Date: 5/25/21

BY:   
Signature

John D. Goodbrake, President  
Printed Name, Title

Date: 5/21/21

APPROVED AS TO FORM:

CHRISTIAN D. MENESEE  
County Attorney

By: Nathan Bac  
Nathan Bac  
Assistant County Attorney  
C.A. File No. 21HSP0351  
Date Signed: 5/21/21

Lease Agreement #: LEASE-2673-6

**SCHEDULE A  
EQUIPMENT USAGE & RETURN PROCEDURES**

**DRIVERS:** All drivers must be at least 25 years of age, possess a valid driver's license, have at least two (2) be covered by Lessee's insurance policy and for Vehicles over 15 passengers must submit a copy of their Commercial driver's license to Lessee. Lessor is under no duty or obligation to inspect documents, vet drivers, or take any action to ensure Lessee's compliance with this paragraph. The safe operation of the vehicles subject to this lease is the sole responsibility of Lessee.

**PASSENGERS:** The total of passengers transported at any one time in each Vehicle shall not exceed the maximum capacity shown for each Vehicle listed on the Vehicle Schedule.

**NO SMOKING OR ALCOHOL BEVERAGES** allowed in Vehicles.

**INSPECTIONS AND MAINTENANCE:**

1. **Vehicle Acceptance/Inspection:** Lessee/Rentee (or authorized representative) shall inspect the Vehicle(s) immediately upon receipt and notify Lessor within 48 hours of any nonconformity or defect.
2. **Daily Driver Inspection Reports:** Driver shall perform a DOT Pre-Trip Inspection and complete a *Bus Driver's Vehicle Inspection Report* (Inspection Report Book located in each Vehicle) prior to each day's usage.

DEFECTS discovered upon inspection or MECHANICAL PROBLEMS encountered during usage need to be noted in Inspection Report Book.

-- All mechanical problems must be reported by Driver to Lessee and corrected.

3. **Required routine maintenance** shall be made in accordance with the Manufacturer's recommendations and Operator's manual.
4. **All maintenance and repair obligations and liability are solely the responsibility of the Lessee.** In the event that Lessee contracts with a third party for maintenance and repair services, all liability for maintenance or repair remains with Lessee or third party. Lessor does not assume or accept any maintenance or repair liability.

**RETURN PROCEDURES:** Vehicles are to be returned in same condition as at time of possession with emphasis on:  
Exterior - washed;      Interior - cleaned, swept and/or vacuumed;      Fuel Tank - full

**\$425 Cleaning Fee and/or \$5.00/Gal Fuel Fee** will be assessed if not returned in same condition as picked up.

**D.O.T. Safety Equipment:** Fire Extinguisher, I.C.C. Kit (triangle reflectors), & First Aid Kit Equipment are on each Vehicle.  
\$50 Replacement Fee will be assessed for each item found to be missing, used or discharged.

**A Damage Estimate** will be invoiced to Lessee/Rentee for any NEW exterior damage (scrapes, dents, chips in windshield, etc.) and/or any NEW interior damage (torn or stained seats, stains or tears in carpet, or foul odors etc.)

Lease Agreement #: LEASE-2673-6

**VEHICLE SCHEDULE**

LESSEE: Harris County Hospital District dba Harris Health Systems

Term: 05/15/2021 to 05/14/2026

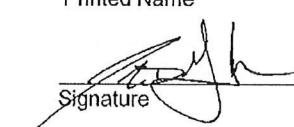
| VEHICLE # | DESCRIPTION             | VIN#              | VALUE     | CAPACITY | MT #     |
|-----------|-------------------------|-------------------|-----------|----------|----------|
| Z-T9091   | 2020/Freightliner/Grech | 3ALACXFC8LDKT9091 | \$229,000 | 48P      | GR19-016 |
| Z-T9852   | 2020/Freightliner/Grech | 3ALACXFC8LDKT9852 | \$229,000 | 48P      | GR19-018 |
| Z-T9094   | 2020/Freightliner/Grech | 3ALACXFC3LDKT9094 | \$229,000 | 48P      | GR19-015 |
| Z-T9089   | 2020/Freightliner/Grech | 3ALACXFCXLDKT9089 | \$229,000 | 48P      | GR19-017 |

Location of Equipment: 2525 Holly Hall Houston, TX 77054

Lessee:

5/25/21  
DateEsmaeil Porsa, M.D./ President and CEO  
Printed Name

Lessor:

5/21/21  
DateJohn D. Goodbrake, President  
Printed Name

Lease Agreement #: LEASE-2673-6

EXHIBIT B

Lease Submittal Forms

(follow behind)

**Lease Submittal Form      Matran, Inc.**

800 Quik Trip Way, Belton, MO 64012 (816) 318-9988  
 5535 Arbor Rd., Lincoln, NE 68514 (402) 465-4372  
 171 Shady Oak Road, Ozark, MO 6572 (417) 443-2207  
 6592 Highway 270, Melvern, AR 7210 (501) 467-3331

Customer:  Existing  New

Lessee: Harris County Purchasing

Date: 10/19/22

Contact Person: Margaret Obot

Phone: 251-716-4102Address: 1111 Fannin St.E-mail: margaret.obot@pur.hctx.netCity/State/Zip: Houston/TX/77002

Fax No:

| MASTER # | YEAR | MAKE/BODY     | SIZE | MILEAGE | VIN NUMBER        |
|----------|------|---------------|------|---------|-------------------|
| Z-09994  | 2017 | Ford/Champion | 35   | 47,000  | 1FDNF6DC6HDB09994 |
|          |      |               |      |         |                   |
|          |      |               |      |         |                   |
|          |      |               |      |         |                   |

**PAYMENT DETAILS:**  Operating Lease (GVIEW)  Lease Purchase (FIN)Monthly Payment: \$ 3,945.00 Deposit: \$ 0.00 Mileage Allowed: 2,083 Per Month**TERM:**Years: 5 Months per Year: 12 Start Date: 11/01/22 End Date: 11/1/27**Value (Retail Price):\$** #**End User / Vehicle location if different from Lessee:****DELIVERY OPTIONS:****Vehicle Location:** \_\_\_\_\_

Customer Pick Up \_\_\_\_\_

Delivery \$ 1000.00 charge per BUS

Included: \$ \_\_\_\_\_ amount per month Contact: \_\_\_\_\_

**CREDIT APPLICATION PROCESSED:**  YES  NO**NEW CUSTOMER:****INSURANCE AGENT:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_**TITLE & TAGGING FOR CUSTOMER:**  YES  NO **TAGGING STATE:** Missouri**TAX EXEMPT:** Letter "Attached"  YES  NO (\$150.00 per vehicle plus all costs associated with tax, title and license)**SPECIAL TERMS:** No security deposit per existing contract. Lease contract #2673-6

Delivery per Vehicle listed in existing lease contract.

Customer's Signature: DeWight DopslaufDate: 10/31/2022Customer's Printed Name, Title: DeWight Dopslauf, Purchasing AgentSalesperson Name: Mark OndichDate: 10/19/22

**Lease Submittal Form      Matran, Inc.**

800 Quik Trip Way, Belton, MO 64012 (816) 318-9988  
 5535 Arbor Rd., Lincoln, NE 68514 (402) 465-4372  
 171 Shady Oak Road, Ozark, MO 6572 (417) 443-2207  
 6592 Highway 270, Melvern, AR 7210 (501) 467-3331

Customer:  Existing  New

Lessee: Harris County Purchasing

Date: 10/19/22

Contact Person: Margaret Obot

Phone: 251-716-4102Address: 1111 Fannin St.E-mail: margaret.obot@pur.hctx.netCity/State/Zip: Houston/TX/77002

Fax No:

| MASTER # | YEAR | MAKE/BODY     | SIZE | MILEAGE | VIN NUMBER        |
|----------|------|---------------|------|---------|-------------------|
| Z-09234  | 2017 | Ford/Champion | 35   | 43,800  | 1FDNF6DC4HDB09234 |
|          |      |               |      |         |                   |
|          |      |               |      |         |                   |
|          |      |               |      |         |                   |

**PAYMENT DETAILS:**  Operating Lease (GVIEW)  Lease Purchase (FIN)Monthly Payment: \$ 3,945.00 Deposit: \$ 0.00 Mileage Allowed: 2,083 Per Month**TERM:**Years: 5 Months per Year: 12 Start Date: 11/01/22 End Date: 11/1/27**Value (Retail Price):\$** #**End User / Vehicle location if different from Lessee:****DELIVERY OPTIONS:****Vehicle Location:** \_\_\_\_\_

Customer Pick Up \_\_\_\_\_

Delivery \$ 1000.00 charge per BUS

Included: \$ \_\_\_\_\_ amount per month Contact: \_\_\_\_\_

**CREDIT APPLICATION PROCESSED:**  YES  NO**NEW CUSTOMER:****INSURANCE AGENT:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_**TITLE & TAGGING FOR CUSTOMER:**  YES  NO **TAGGING STATE:** Missouri**TAX EXEMPT:** Letter "Attached"  YES  NO (\$150.00 per vehicle plus all costs associated with tax, title and license)**SPECIAL TERMS:** No security deposit per existing contract. Lease contract #2673-6

Delivery per Vehicle listed in existing lease contract.

Customer's Signature: DeWight DopslaufDate: 10/31/2022Customer's Printed Name, Title: DeWight Dopslauf, Purchasing AgentSalesperson Name: Mark OndichDate: 10/19/22

**Lease Submittal Form      Matran, Inc.**

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 6592 Highway 270, Melvern, AR 7210 (501) 467-3331

Customer:  Existing  New

Lessee: Harris County Purchasing

Date: 10/19/22

Contact Person: Margaret Obot

Phone: 251-716-4102Address: 1111 Fannin St.E-mail: margaret.obot@pur.hctx.netCity/State/Zip: Houston/TX/77002

Fax No:

| MASTER # | YEAR | MAKE/BODY       | SIZE | MILEAGE | VIN NUMBER        |
|----------|------|-----------------|------|---------|-------------------|
| Z-X2182  | 2018 | eightliner/Glav | 40   | 54,553  | 4UZADSFD9JCJX2182 |
|          |      |                 |      |         |                   |
|          |      |                 |      |         |                   |
|          |      |                 |      |         |                   |

**PAYMENT DETAILS:**  Operating Lease (GVIEW)  Lease Purchase (FIN)Monthly Payment: \$ 3,945.00 Deposit: \$ 0.00 Mileage Allowed: 2,083 Per Month**TERM:**Years: 5 Months per Year: 12 Start Date: 11/01/22 End Date: 11/1/27**Value (Retail Price):\$** #**End User / Vehicle location if different from Lessee:****DELIVERY OPTIONS:****Vehicle Location:** \_\_\_\_\_

Customer Pick Up \_\_\_\_\_

Delivery \$ 1000.00 charge per BUS

Included: \$ \_\_\_\_\_ amount per month Contact: \_\_\_\_\_

**CREDIT APPLICATION PROCESSED:**  YES  NO**NEW CUSTOMER:****INSURANCE AGENT:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_**TITLE & TAGGING FOR CUSTOMER:**  YES  NO **TAGGING STATE:** Missouri**TAX EXEMPT:** Letter "Attached"  YES  NO (\$150.00 per vehicle plus all costs associated with tax, title and license)**SPECIAL TERMS:** No security deposit per existing contract. Lease contract #2673-6

Delivery per Vehicle listed in existing lease contract.

Customer's Signature: DeWight DopslaufDate: 10/31/2022Customer's Printed Name, Title: DeWight Dopslauf, Purchasing AgentSalesperson Name: Mark OndichDate: 10/19/22

**Lease Submittal Form      Matran, Inc.**

800 Quik Trip Way, Belton, MO 64012 (816) 318-9988  
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 171 Shady Oak Road, Ozark, MO 6572 (417) 443-2207  
 6592 Highway 270, Melvern, AR 7210 (501) 467-3331

Customer:  Existing  New

Lessee: Harris County Purchasing

Date: 10/19/22

Contact Person: Margaret Obot

Phone: 251-716-4102Address: 1111 Fannin St.E-mail: margaret.obot@pur.hctx.netCity/State/Zip: Houston/TX/77002

Fax No:

| MASTER # | YEAR | MAKE/BODY   | SIZE | MILEAGE | VIN NUMBER        |
|----------|------|-------------|------|---------|-------------------|
| Z-10872  | 2022 | Ford/Glaval | 35   | 811     | 1FDNF6DE7NDF10872 |
|          |      |             |      |         |                   |
|          |      |             |      |         |                   |
|          |      |             |      |         |                   |

**PAYMENT DETAILS:**  Operating Lease (GVIEW)  Lease Purchase (FIN)Monthly Payment: \$ 3,945.00 Deposit: \$ 0.00 Mileage Allowed: 2,083 Per Month**TERM:**Years: 5 Months per Year: 12 Start Date: 11/01/22 End Date: 11/1/27**Value (Retail Price):\$** #**End User / Vehicle location if different from Lessee:****DELIVERY OPTIONS:****Vehicle Location:** \_\_\_\_\_

Customer Pick Up \_\_\_\_\_

Delivery \$ 1000.00 charge per BUS

Included: \$ \_\_\_\_\_ amount per month Contact: \_\_\_\_\_

**CREDIT APPLICATION PROCESSED:**  YES  NO**NEW CUSTOMER:****INSURANCE AGENT:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_**TITLE & TAGGING FOR CUSTOMER:**  YES  NO **TAGGING STATE:** Missouri**TAX EXEMPT:** Letter "Attached"  YES  NO (\$150.00 per vehicle plus all costs associated with tax, title and license)**SPECIAL TERMS:** No security deposit per existing contract. Lease contract #2673-6

Delivery per Vehicle listed in existing lease contract.

Customer's Signature: DeWight DopslaufDate: 10/31/2022Customer's Printed Name, Title: DeWight Dopslauf, Purchasing AgentSalesperson Name: Mark OndichDate: 10/19/22

ORDER OF COMMISSIONERS COURT  
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 29<sup>th</sup> day of November \_\_\_\_\_, 2022 with all members present except none.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN  
HARRIS COUNTY AND MATRAN, INC. DBA MASTER'S LEASING AND RENTAL**

Commissioner Garcia introduced an order and moved that Commissioners Court adopt the order. Commissioner Ellis seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| Vote of the Court | <u>Yes</u>                          | <u>No</u>                | <u>Abstain</u>           |
|-------------------|-------------------------------------|--------------------------|--------------------------|
| Judge Hidalgo     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ellis       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Garcia      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ramsey      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Cagle       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

**IT IS ORDERED** that County Judge Hidalgo be and is hereby authorized to execute for and on behalf of Harris County an agreement between Harris County and Matran, Inc. dba Master's Leasing and Rental; to lease certain shuttle buses for Harris County Commissioner, Precinct 2; for a not-to-exceed amount of Three Hundred Thousand and No/Dollars (\$300,000.00); for a period beginning on approval of Commissioners Court and ending May 31, 2023, with four (4) additional one (1) year renewal periods; said Agreement being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

November 29, 2022

Approve: G/E