

Muskogee County, Oklahoma

JUNE 21, 2021 *AS*

This agreement is made this day of ~~June 15th, 2021~~ by and between the Board of County Commissioners of Muskogee County, Oklahoma; designated throughout this agreement as the Lessee and Allen Streeter designated throughout this agreement as the Lessor.

I. Equipment:

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described equipment, all of which shall be designated throughout this instrument as the "Equipment".

- 2011 Chevrolet Tahoe 4 DR (VIN 1GNSK4E08BR232810)

II. Payment of Lease Installments:

In consideration of the agreement by the Lessor to lease the equipment, the Lessee promises to pay the Lessor for the equipment, the sum of \$1.00 (one US dollar) per 12 months during the term of this agreement or any renewal of this agreement.

III. Lease Term:

This lease shall commence on the date the equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the physical year of the State of Oklahoma during which the lease is commenced.

IV. Option to Renew:

If the Lessor agrees to renew a lease of the equipment, the Lessee is hereby granted a first right of refusal option upon maturity of this lease for additional terms not to exceed one physical year.

V. Title to Equipment

The equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor, and the Lessee shall have or acquire no right, or title to the equipment.

VI. Delivery, Use and Return of Equipment

The Lessor shall maintain useful possession of equipment throughout the term of this agreement. The sole purpose of usage of equipment shall be for the Muskogee County Sheriff's Department.

VII. Repairs and Maintenance

The Lessee shall maintain the equipment in good working order and shall make all necessary routine adjustment and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the

Lessee may provide for the maintenance and repair of the equipment by separate written agreement, and in the event, they make such an agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

VIII. Taxes

The Lessee shall forthwith pay all taxes which may be imposed upon it with respect to the equipment.

IX. Insurance

The Lessee shall obtain and maintain appropriate extended coverage casualty insurance covering the equipment from the time this agreement commences until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the vehicle against any risk of loss or damage. The Lessee shall provide the Lessor with written notice at least 10 days prior to any change in the insurance required under the terms of this paragraph.

X. Funding

Notwithstanding any provision of this agreement, the parties acknowledge and agree that the funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a physical year to physical year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make payment required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

XI. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XII. Equipment Usage

If the terms of this agreement are in regards to equipment used on roadways, the Lessee assumes any and all risk including liability for and shall hold the Lessor harmless from all damages to property, injury and death arising out of its use, possession and or transportation of said equipment.

XIII. Entire agreement of the Parties and Severability

Except as otherwise provided in the above terms and conditions in this lease agreement, this shall constitute the entire agreement of both parties. This agreement may not be modified except as provided in the above

terms and conditions or by written agreement of the Lessee and Lessor. If any provision of the agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid. Either party may terminate this lease with a written 10-day advance notice.

XIV. Choice of Law

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event that any litigation shall occur concerning the term and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for Muskogee County, State of Oklahoma.

Approved by the Board of Commissioners at Muskogee, Oklahoma.

Keita Nyles
[Signature]

Lessor: [Signature]

Title:

Attest: [Signature]

