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# MEMO

APPROVED  
5/28/2024



DATE: May 21, 2024

FROM: Lisa L. Moore  
Assistant Procurement Director

A handwritten signature in black ink, appearing to read "Lisa L. Moore".

TO: Board of County Commissioners

SUBJECT: Agreement – Lease of County-Owned Vehicles to District Attorney’s Office

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma and the Tulsa County District Attorney’s Office to provide for a lease of six (6) County-owned vehicles to the District Attorney’s Office, and to provide maintenance and fuel for said vehicles beginning July 1, 2024 through June 30, 2025 as further described in the attached.

Respectfully submitted for your approval and execution.

LLM / dcc

SUBMITTED FOR: The May 28, 2024, 2024 BOCC meeting agenda.

CME# 20240898

**LEASE OF COUNTY-OWNED VEHICLES TO  
DISTRICT ATTORNEY  
LEASE, MAINTENANCE AND USER AGREEMENT**

THIS AGREEMENT, entered into by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, STATE OF OKLAHOMA, hereafter referred to as “County” and the DISTRICT ATTORNEY’S OFFICE, hereafter referred to as “User”.

1. **RECITALS:** WHEREAS as County owns certain vehicles, and owns and operates a maintenance facility for the regular maintenance of motor vehicles, and WHEREAS User, a local unit of government, utilizes and has need of certain motor vehicles as a part of its governmental operations, and because economies of scale may be achieved by the coordinated efforts of County and User, this agreement is entered into for the purpose of providing the lease of certain County-owned vehicles to User, and to provide fuel and maintenance for said vehicles. The total number of leased vehicles shall be six (6), and the County may at its sole option replace a leased County-owned vehicle with another County-owned vehicle at any time under this agreement. A list of the leased vehicles is attached to and made a part of this agreement.
2. **DURATION:** The terms of this agreement shall be from the acceptance of this agreement by both County and User from July 1, 2024, or the acceptance of this agreement, whichever is later, and will terminate June 30, 2025.
3. **ORGANIZATION:** No new administrative or legal entity is created by this agreement, nor are powers delegated thereto.
4. **INSURANCE:** User agrees to fully insure each of the above-described vehicles for collision, comprehensive and liability to any third person beginning with the period of the lease, or if held over, the period of the extended lease from the time the vehicle is bailed or loaned or leased to the User until such time as the vehicle is returned to the total control of County.
5. **PURPOSE:** The purpose of this agreement is to provide for a lease of County-owned vehicles to User by County, and to provide for maintenance of and fuel for said vehicles. Maintenance shall include all replacement parts as requested, changing of oil, filters, and lubrication every five thousand (5,000) miles, as well as a complete maintenance check including, but not limited to, transmission, differential, belts, wiper blades, brakes, etc. every five thousand (5,000) miles.
6. **FINANCING:** Financing of this agreement shall come solely from the operating budget of User. User agrees to establish and maintain as a part of its normal budgetary procedures, sufficient books of account to satisfy the requirements of 74 O.S., Section 1001 and following.
7. **PRICE:** The parties agree that User shall remit \$00.18 per each full mile driven. The parties agree that County will be responsible for keeping records of mileage, repairs and fuel for each leased vehicle, and that County will send a claim to User each month for the total of mileage fees, fuel, and repairs for each leased vehicle. The parties further agree that User will remit the full amount claimed, less any disputed amount, each month within a reasonable time after receipt of the claim. In case of a dispute over the submitted claim, the claim shall be submitted to the Board of County Commissioners for decision.

CMF# 20240898

The parties further agree that User shall pay County for parts used in the maintenance of User's vehicles at cost, and for labor at the rate of Sixty Dollars (\$60.00) per hour, or for any part of such hour. The County further agrees to sell to User tires and batteries for User's vehicles, consistent with availability and needs of County to apply its own fleet, at the prices then currently paid by County for such tires or batteries. The County further agrees to sell to User fuel for said vehicles, consistent with availability and needs of County to supply its own fleet, at the prices then currently paid by County for such fuel plus a five-cent administrated cost per gallon.

8. ADMINISTRATOR: The parties agree that the Board of County Commissioners of the County of Tulsa shall serve as administrator pursuant to the terms of said 74 O.S., Section 1004 (D) throughout the terms of this agreement.
9. PROPERTY ACQUISITION AND DISPOSAL: The parties agree that no real or personal property will be used as a result of this agreement aside from vehicle parts above-mentioned. County agrees to acquire and hold any parts necessary for the above-mentioned vehicular maintenance and to dispose of same by installing such parts in user's vehicles as needed.



ATTEST:

*Michelle Hill*

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County Clerk

BOARD OF COUNTY COMMISSIONERS  
OF TULSA COUNTY

By

*Stan Sallee*

\_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

*Andrew Mitchell*

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Assistant District Attorney

USER: Stan Sallee

TITLE: Chairman

Date 5/28/2024

DISTRIC ATTORNEY'S OFFICE  
LIST OF VEHICLES WITH LEASE FEES

Exhibit "A"

Description	Serial Number	Vehicle Number
2009 CHEVROLET MALIBU HYBRID	1G1ZF57529F151137	0111
2018 CHEVROLET MALIBU	1G1ZC5ST2JF145521	1268
2018 CHEVROLET MALIBU	1G1ZC5ST0JF146067	1269
2020 CHEVROLET EQUINOX FWD	2GNAXSEV0L6197190	2000
2022 FORD ESCAPE	1FMCU9F62NUB12621	2041
2022 FORD ESCAPE	1FMCU9F64NUB13883	2049