

ORDINANCE NO. 2006-159

**AUTHORIZING THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH ACES AND EIGHTS
HARLEY-DAVIDSON MOTORCYCLE, INC. FOR THE LEASE OF TWO
HARLEY-DAVIDSON POLICE ELECTRA GLIDE MOTORCYCLES**

WHEREAS, Aces and Eights Harley Davidson Motorcycle, Inc. has offered to lease two Harley Davidson Police Elactra Glide Motorcycles to the City of Mason pursuant to certain terms and conditions; and

WHEREAS, the City of Mason is agreeable to said terms and conditions.

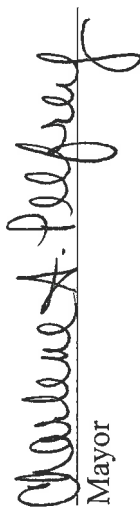
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, six members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to execute the Memorandum of Understanding with Aces and Eights Harley-Davidson Motorcycle, Inc. for the lease of two Harley-Davidson Police Electra Glide Motorcycles, attached hereto as Exhibit A and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to pay Aces and Eights Harley-Davidson Motorcycle, Inc. pursuant to the Memorandum of Understanding.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 13th day of November, 2006.


Mayor

Attest: 
Clerk of Council

10/03/06
291387.1

Memorandum of Understanding

This Memorandum of Understanding is between the City of Mason, Ohio and Aces and Eights Harley-Davidson Motorcycle, Inc., Warren County, Ohio. This Memorandum covers the lease of two (2) Harley-Davidson Police Electra Glide Motorcycles from Aces and Eights Harley-Davidson, Inc. to the City of Mason, Ohio. Under the terms and conditions of this Memorandum each party agrees to the following terms and conditions:

1. Aces and Eights Harley-Davidson Inc. will lease to the City of Mason, Ohio, Police Department two (2) black Harley-Davidson Police Electra Glide motorcycles to use for police patrol and traffic enforcement activities, events, purposes and operations for a period of not less than five (5) years, commencing upon delivery of the motorcycles to the City of Mason, Ohio for the total sum of one dollar (\$1.00). Each motorcycle will be delivered with all standard factory installed equipment specified for the Police Electra Glide by the Harley-Davidson Motor Company.
2. The City of Mason, Ohio, agrees to provide insurance coverage for both motorcycles to the same extent as other vehicles within the City of Mason, Ohio fleet, to include coverage for damage and theft. Any costs/expenses, deductibles not covered by insurance relating to damage or theft of the motorcycles shall be the responsibility of the City of Mason, Ohio.
3. The City of Mason, Ohio agrees to select riders for the motorcycles that have demonstrated experience and competence in the operation of motorcycles and will provide such riders with appropriate training for motorcycle officers.
4. The City of Mason, Ohio agrees to maintain each motorcycle in good condition, less ordinary wear and tear, to secure all routine maintenance and service at recommended intervals through Aces and Eights Harley-Davidson, Inc., and to make payment for all such cost to Aces and Eights Harley-Davidson, Inc., at their normal and standard cost less 10%.
5. The City of Mason, Ohio agrees to acquire and install any additional law enforcement equipment or markings not factory installed at no cost to Aces and Eights Harley-Davidson, Inc., and without permanently defacing and/or damaging either motorcycle through the mounting or display of such equipment or markings. The City of Mason, Ohio agrees to pay all costs relating to the installation and removal of any non-factory equipment and markings at the commencement and termination of this lease.
6. The City of Mason, Ohio and/or Aces and Eights Harley-Davidson, Inc., may, with a 30-day written notice to the other party, terminate the lease of the motorcycle, with or without cause, should either party determine it is not in their interest to continue with the lease reflected by this Memorandum of Understanding.

For City of Mason, Ohio

For Aces and Eights Harley-Davidson, Inc.

Date

Date