

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Motorcycle Lease Agreement

This Agreement, made and entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Rodolfo "Rudy" Hernandez, , Badge No. [REDACTED], ("Sheriff's Employee").

I. Parties

The parties to this agreement are Fort Bend County ("County"), and Rodolfo "Rudy" Hernandez ("Sheriff's Employee").

II. Purpose

The purpose of this agreement is to set forth the terms and conditions under which Sheriff's Employee will lease a Police Motorcycle to County for Sheriff's Employee's usage during the course of his/her duties as an employee of the Fort Bend County Sheriff's Office.

III. Property

The Police Motorcycle being leased by County shall be either less than three (3) years old or have less than 300,000 miles, as of the date this Agreement is signed.

IV. Term

This agreement is effective on August 18, 2012 and will terminate on September 30, 2012. However, this agreement shall automatically terminate upon Sheriff's Employee's termination or separation from the employment of the Fort Bend County Sheriff's Office.

V. Consideration

County shall pay an amount of \$600.00 per month to Sheriff's Employee for lease of the Police Motorcycle.

VI. Insurance

- A. Sheriff's Employee shall carry comprehensive, collision, liability, uninsured motorist and personal injury protection/insurance with a deductible not to exceed \$1,000.00 for the Policy Motorcycle.
- B. County shall reimburse the deductible only if it is determined by the Fort Bend County Sheriff, or his designee, that Sheriff's Employee was not "at fault" and the responsible party is uninsured. Sheriff's Employee must be "on-duty" in order for this reimbursement to be applicable.
- C. Fort Bend County's vehicle liability coverage will apply to Sheriff's Employee only during Sheriff's Employee's performance of regularly scheduled working hours relating to County employment.
- D. The Fort Bend County vehicle liability coverage shall not be applicable if Sheriff's Employee is working an "extra job" for any entity, business or person other than Fort Bend County.

VII. **Other Conditions**

- A. Sheriff's Employee shall provide all required emergency equipment and protective clothing required for use of the Police Motorcycle.
- B. Fort Bend County will provide an amount not to exceed thirty (30) gallons of County gasoline per calendar week, uniform shirts and other standard issued items.

By: [Signature] #489
Sheriff's Employee, Badge Number

Date: 7-30-2012

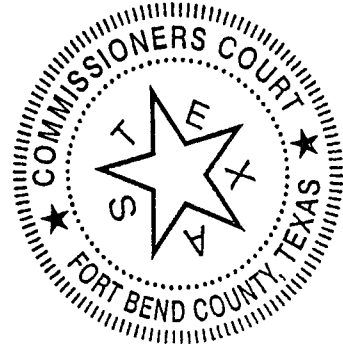
By: [Signature]
Sheriff Milton Wright

Date: 7-30-12

Approved: [Signature]
Robert E. Hebert, Fort Bend County Judge

Date: 8-7-2012

ATTEST:
[Signature]
Dianne Wilson, Fort Bend County Clerk



Auditor's Certificate

I hereby certify that funds are available to pay the obligation of Fort Bend County within the foregoing Agreement.

[Signature]
Ed Sturdivant, Fort Bend County Auditor

TAIPA INSURANCE BINDER

Effective Date/Time 7/28/2012 12:01 AM CT
 Example: 12/1/2008

Reference Number 12209000104

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN BELOW AND THE RULES OF THE TEXAS AUTOMOBILE INSURANCE PLAN ASSOCIATION.

APPLICANT(S): (INSURED UNDER THIS BINDER)

HERNANDEZ, RODOLFO A

Name
 [REDACTED]

Street
 [REDACTED] TX [REDACTED]

City in Texas, Zip Code

This binder is issued under the authority of the Texas Automobile Insurance Plan Association to comply with the requirements of the Texas Motor Vehicle Safety-Responsibility Act as proof of insurance for the future.

PRODUCER:

GRAYLESS INSURANCE AGENCY LLC

Name
 PO Box 400

Street
 RICHMOND TX 77406

City, State and Zip Code
 (281) 342-8127

Producer Telephone No.

COVERAGES

1. This binder meets the MINIMUM AMOUNTS OF MOTOR VEHICLE LIABILITY INSURANCE COVERAGE required to establish financial responsibility under the Texas Motor Vehicle Safety Responsibility Act.
2. If Uninsured/Underinsured Motorists coverage is accepted by the insured, the limits of this coverage meets the same limits as the MINIMUM AMOUNTS OF MOTOR VEHICLE INSURANCE COVERAGE as required to establish financial responsibility under the Texas Motor Vehicle Safety-Responsibility Act.
3. If Personal Injury Protection coverage is accepted by the insured, the limit of liability is \$2,500 per person.

COVERED VEHICLES

	Year	Make	Model	Vin
1.	2011	HARLEY	1690CC	[REDACTED]
2.	****	*****	*****	*****
3.	****	*****	*****	*****
4.	****	*****	*****	*****
5.	****	*****	*****	*****

The completed application and the prescribed premium payment must be sent to TAIPA by the producer within one working day from the date of this binder.

Mary Ann Grayless
 PRODUCER (must be manually signed)

Grayless Insurance Agency
 PRODUCER/AGENCY

INSURANCE BINDER

The Texas Automobile Insurance Plan Association (TAIPA) was created by the legislature under Chapter 2151, Texas Insurance Code. It has authority to assign an eligible applicant for insurance to an authorized insurer which will provide motor vehicle liability insurance that meets the requirements of the Texas Motor Vehicle Safety-Responsibility Act. If the conditions of this binder are met and the applicant is eligible, the applicant who is identified in this binder will be assigned to an authorized insurer which will issue a policy providing the coverages indicated in this binder. Coverage will be effective from the time of this binder. The premium for the policy to be issued will be based upon rates in effect on the day after the date of the binder.

This binder is subject to all of the terms and conditions of the policy to be issued following assignment by TAIPA. The policy meets the requirements of the Texas Motor Vehicle Safety-Responsibility Act and provides the minimum limits of liability required by that Act.

This binder will be replaced by another binder to be issued by TAIPA which will identify the assigned company. This binder expires upon the sooner of (1) issuance of a binder by TAIPA or (2) thirty days from the date shown.

The insurance provided by this binder is conditioned upon the receipt of an acceptably completed application signed by the applicant and the producer and the prescribed premium payment in the offices of TAIPA. If not received, this binder is cancelled from the date and time of issue and no insurance will be provided.

TAIPA has the authority to bind this coverage in the name of the company to which the application will be assigned.

TEXAS AUTOMOBILE INSURANCE PLAN ASSOCIATION

By: *James Lovelord*
 Interim Association Manager