

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 Shepard H. Werlein Jr. ("Constable's Employee").

I. Parties

The Parties to this Agreement are Fort Bend County, ("County"), and Shepard H. Werlein Jr. ("Constable's Employee").

II. Purpose

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

III. Property

The Police Motorcycle being leased by County shall be either less than 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 October 1, 2013 and will terminate on September 30, 2014. However, this Agreement shall automatically terminate upon Constable Employee's termination or separation from the employment of the Fort Bend County Constable One's Office

V. Consideration

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

VI. Insurance

- A. Constable'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 Police Motorcycle.
- B. County shall reimburse the deductible only if it is determined by the Fort Bend County Constable Precinct One, or his designee, that Constable's Employee was not "at fault" and the responsible party is uninsured. Constable'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 Constable's Employee only during Constable 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 Constable Employee is working an "extra job" for any entity, business or person other than Fort Bend County.

VII. Other Conditions

- A. Constable'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.

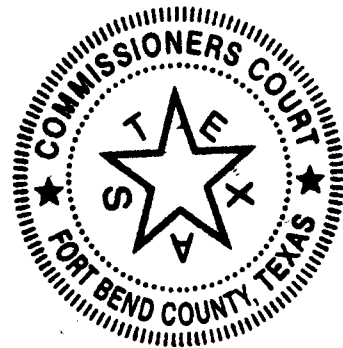
By: Shepard H. Werlein Jr. #1123 Date: 28 Aug 13
Shepard H. Werlein Jr., Badge No.

By: [Signature] Date: 9-4-2013
Constable Precinct One AJ Dorr

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

Date: 9-10-2013

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

MTR:Agreements/law. enforcement/Constable (08272013)