

**ADDENDUM TO VEHICLE BORROWER  
APPLICATION AND AGREEMENT**

This Addendum to the Vehicle Borrower Application and Agreement (“Agreement”) is made and entered into on this day, by and between Fort Bend County (hereinafter referred to as “COUNTY”) and MAZDA MOTOR OF AMERICA, INC., d/b/a/ MAZDA NORTH AMERICAN OPERATIONS, (hereinafter referred to as “SPONSOR”).

IN CONSIDERATION of the mutual promises contained in this Agreement, the parties mutually agree as follows:

- 1.01 SPONSOR in and shall remain the owner of the vehicle(s) subject to this Agreement. County, by and through the Fort Bend County Sheriff’s Office, shall be and act as bailor for mutual benefit, and shall care and protect the vehicle(s) subject to this Agreement as property in bailment and according to the terms of this Agreement.
- 1.02 The term of this Agreement shall be for one year beginning on August 1, 2018 and end July 31, 2019. The Agreement shall not automatically renew. Either party may terminate this Agreement upon thirty (30) days prior written notice. Upon termination of this Agreement, COUNTY shall be responsible for immediately returning the vehicle(s) to SPONSOR in the same condition as when originally loaned to COUNTY by SPONSOR, excepting normal wear and tear.
- 1.03 COUNTY agrees that the vehicle(s) will be used solely for the Kids N’ Cops Program (“the Program”). Use of the vehicle(s) shall be pursuant to the SHERIFF’S Vehicle Policy. The SHERIFF representatives are subject to the same disciplinary actions as set forth in its Vehicle Policy for violating the vehicle’s limited use, as set forth in this Agreement or in the Vehicle Policy. Notwithstanding any provision to the contrary, the vehicle(s) may be driven from the Program’s function or COUNTY’S premises, but in no event shall the vehicle(s) be used on any personal errand.
- 1.04 SPONSOR will furnish and be responsible for the required inspection certificate for the vehicle(s) under this Agreement and the legal title shall be and remain in SPONSOR’S name. The vehicle(s) shall at all times remain the property of and/or under the registered ownership of SPONSOR. COUNTY acknowledges and agrees that it shall not acquire any right, title, or interest to the vehicle(s) hereunder, other than that of bailor and user.
- 1.05 All taxes and license charges, if any, levied on, or assessed against the vehicle(s) shall be borne by SPONSOR, including taxes and license charges levied or assessed by any tax or licensing authority on account of ownership or operation of the vehicle(s) during the term of this Agreement.
- 1.06 SPONSOR shall provide all routine repair and maintenance on the vehicle(s). SPONSOR shall not be responsible for repairs based upon the acts, omissions and/or abuse of the vehicle(s) during the loan and use by COUNTY. Notwithstanding the preceding, prior to any repair or maintenance work to be performed by SPONSOR, COUNTY shall notify SPONSOR of any repair and/or maintenance work required by the manufacturer’s warrant, by the manufacturer’s recommended service schedules, or by COUNTY’S use or observation of the vehicle(s).
- 1.07 COUNTY shall bear all normal operating expenses related to the vehicle(s), including, but not limited to, fuel and insurance premiums as set forth below. COUNTY shall also be responsible for all fines, levies, and charges occurring as a result of vehicle(s) usage, including but not limited to, fines for citations (moving and non-moving) and toll fares. COUNTY shall exercise its best efforts to maintain the vehicle(s) in its best operating condition, including routine visual and operational inspection and strict observance of the vehicle’s manufacturer’s required and recommended service schedules. COUNTY also agrees to use its best efforts to keep the vehicle(s) clean.

- 1.08 COUNTY shall procure and maintain the following insurance with at least the following limits:
  - 1) Worker's Compensation, as and to the extent required by law, for all drivers and passengers of the vehicle(s) who are employees of COUNTY.
  - 2) Automobile – in an amount of at least \$1,000,000.00 per occurrence/aggregate for bodily injury and property damage. The policy shall name SPONSOR, its affiliated companies, and their respective shareholders, officers, representatives, agents, and employees as additional insureds.
- 1.09 In addition, COUNTY shall waive, and shall cause its insurers to waive, all rights of subrogation.
- 1.10 **To the extent allowed by law, COUNTY shall RELEASE and HOLD HARMLESS SPONSOR, its parent and affiliated companies, its automobile dealers, and their respective shareholders, officers, representatives, agents, and employees from and against any and all alleged and actual claims, causes, actions, liabilities, damages, suits, fines, penalties, and costs and expense (including attorneys' and professionals' fees and court costs) arising from or caused by, in whole or in part, the acts and omissions, including but not limited to acts of negligence or intentional misconduct, of COUNTY and/or its peace officers, directors, representatives, agents, employees, contractors, and invitees.**
- 1.11 **It is agreed by SPONSOR and COUNTY that any action, real or assertive, at law or in equity, which arises out of or pertains to this Agreement, or arises out of any use of the operation of the vehicle(s) shall be governed by the laws of the State of Texas, without regard to any conflict or choice of laws, provision, or statute. Parties further consent that exclusive venue for actions arising out of this Agreement lies in Fort Bend County, Texas.**
- 1.12 Any and all notices or communication required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax a follows:

COUNTY: Fort Bend County Judge  
 Robert E. Hebert  
 401 Jackson  
 Richmond, TX 77469

DEPARTMENT: Fort Bend County Sheriff's Office Attention:  
 Troy N. Nehls, Sheriff 1410 Williams Way  
 Boulevard Richmond, TX 77469

SPONSOR: Mazda Motor of America, Inc. 200 Spectrum Center  
 Drive, Suite 100  
 Irvine, CA 92618  
 Attn: General Counsel

1.13 This Agreement constitutes the entire agreement by the parties hereto, and any prior or contemporaneously oral or written agreement shall be void and of no effect. All modifications or amendments to the Agreement shall be evidenced in writing, and any purported oral modifications of this Agreement shall be void. If there is a conflict between this Addendum and the Agreement, the provisions of the Addendum shall prevail.

- 1.14 In case any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall nevertheless be valid, binding, and effective, as if that invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 1.15 It is specifically agreed by the parties that the mutual consideration involved herein includes the promotion of the Program.
- 1.16 COUNTY represents and warrants that it has complied with all legal, regulatory, departmental, and administrative policies and requirements in entering into and executing this Agreement, and that the person executing below on behalf of COUNTY is duly and properly authorized to execute this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date below.

ACCEPTED AND AGREED TO:

FORT BEND COUNTY  
STATE OF TEXAS

MAZDA MOTOR OF AMERICA, INC.  
d/b/a/ MAZDA NORTH AMERICAN OPERATIONS

By: \_\_\_\_\_  
Robert E. Hebert, County Judge

By: Kathleen Smith

Date: \_\_\_\_\_

KATHLEEN SMITH  
(Printed Name)

ATTEST:

CONTROLLER  
(Title)

\_\_\_\_\_  
Laura Richard, County Clerk

7/16/2018  
(Date)

Reviewed:  
FORT BEND COUNTY SHERIFF

By: \_\_\_\_\_  
Troy E. Nehls, Sheriff

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Signature of Document Signer No. 1                      Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Orange

Subscribed and sworn to (or affirmed) before me  
 on this 27th day of July, 2018,  
 by                      Date                      Month                      Year  
 (1) James E. Lievois  
 (and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature Jodie Lee Quinones  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Cert. of Interested Parties Document Date: 7/27/18  
 Number of Pages: 1 Signer(s) Other Than Named Above: N/A