

**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 is 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, 2020 and end July 31, 2021. 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 and Cops Program (“the Program”) or as otherwise agreed in Section 1.17 below. 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 warranty, 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
KP George
401 Jackson
Richmond, TX 77469

DEPARTMENT: Fort Bend County Sheriff's Office
Attention: Troy E. Nehls, Sheriff
1840 Richmond Parkway
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.
- 1.17 In FBISD, the Kids & Cops program is taught both in the Fall and Spring for 8 weeks at 35 elementary schools. The vehicles are parked in front of the schools and are visible to the public, especially as parents are dropping off their kids each morning. In LCISD, the Kids & Cops program is taught both in the Fall and Spring for 8 weeks at 25 elementary schools. In Stafford MSD and Needville ISD, the Kids & Cops program is taught for 8 weeks in the Fall at 2 middle schools. In FBISD, Kids & Cops deputies teach the Consequences program both in the Fall and Spring semesters for 4 days at 15 middle schools. The same schedule is used for LCISD where it is taught to 5 middle schools and in Needville ISD, it's taught for 2 days. All of these locations have multiple 7th grade teachers, so there may be as many as 3 deputies at each school teaching the same day to different classes or for consecutive weeks like in Needville. In FBISD, Kids & Cops deputies teach the Crossing the Line program at 11 high schools with many different teachers. On any given day, there may be 2 or 3 Mazdas parked at the school while the deputies teach the program. In LCISD, there are 3 high schools getting the same lesson. During the summer, the Mazdas are driven to our summer camp locations throughout Fort Bend County for 8 summer camps that last 4 days each. The vehicles are always parked outside close to where parents are dropping their kids off for camp each day. Kids & Cops is a very popular community-oriented unit. Throughout the year, we receive multiple requests each month to go out in the community to visit with kids and their families. There may be as many as 12 requests some months. These requests come from schools, day cares, businesses, churches, Fort Bend County Fair parade, National Night Out, etc. For each request, the Mazda is parked near our tent and is on full display for all to see. If schools are closed due to situations like the COVID-19 Global Pandemic and the deputies are unable to present the program in schools, the Mazdas may be used to serve the community in the following ways: meal deliveries for Meals on Wheels, assisting food banks like Second Mile Mission Center, checking on senior citizens who participate in the YANA (You Are Not Alone) program, making supply deliveries to homebound citizens through Fort Bend County Social Services, and other similar activities so long as they are pre-approved by Mazda.
- 1.18 Certain State Law Requirements for Contracts: **The contents of this Section are required by Texas Law and are included by County regardless of content.**
- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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: _____
KP George, County Judge

By: *Kathleen Smith*

Date: _____

Kathleen Smith
(Printed Name)

ATTEST:

Controller
(Title)

Laura Richard, County Clerk

7/14/2020
(Date)

Reviewed:
FORT BEND COUNTY SHERIFF

By: *Troy E. Nehls*
Troy E. Nehls, Sheriff

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2020-647238

Date Filed:
 07/21/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mazda Motor of America, Inc.
 Irvine, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

F-4120-ADD-11
 2020-2021 Loaner vehicles for Kids and Cops Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lievois, Jim	Irvine, CA United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)

Notarization Waived Due to COVID-19

J. Allen Smith
 Signature of authorized agent of contracting business entity
 (Declarant) 7/24/2020



COUNTY ATTORNEY
Fort Bend County, Texas

ROY L. CORDES, Jr.
County Attorney

(281) 341-4555
Fax (281) 341-4557

REVIEW FORM

On July 28, 2020, the County Attorney's Office reviewed the following:

Loaner cars from Mazda for Kids & Cops

20-SO-500122-A1

Comments: Approved as to legal form.

Though the new addition is not well written, vendor declined requested change. New wording is not illegal so the document was approved on urging of the FBCSO to participate. FBCSO is advised to check in with CAO before agreeing to changes that are signed off on by the vendor for future agreements.

A handwritten signature in blue ink that reads "Michelle L. Turner".

Michelle L. Turner
General Counsel Division Chief