

**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. The Fort Bend County Sheriff's Office (hereinafter referred to as "SHERIFF") 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, 2013 and end July 31, 2014. The Agreement shall not automatically renew. Either party may terminate this Agreement upon thirty (30) days prior written notice. Upon termination of this Agreement, SHERIFF shall be responsible for immediately returning the vehicle(s) to SPONSOR in the same condition as when originally loaned to SHERIFF by SPONSOR, excepting normal wear and tear.
- 1.03 SHERIFF 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 SHERIFF'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. SHERIFF 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 SHERIFF. Notwithstanding the preceding, prior to any repair or maintenance work to be performed by SPONSOR, SHERIFF 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 SHERIFF'S use or observation of the vehicle(s).
- 1.07 SHERIFF shall bear all normal operating expenses related to the vehicle(s), including, but not limited to, fuel and insurance premiums as set forth below. SHERIFF 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. SHERIFF 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. SHERIFF 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 SHERIFF.
 - 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 SHERIFF and/or its peace officers, directors, representatives, agents, employees, contractors, and invitees, and shall include the contributory and/or concurrent acts or omissions of SPONSOR, its parent and affiliated companies, and their respective shareholders, officers, representatives, agents, and employees, but shall not include the sole acts or omissions of such parties nor to the extent of any proven product liability.**
- 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 as follows:

COUNTY: Fort Bend County Judge
Robert E. Hebert
301 Jackson, Suite 719
Richmond, TX 77469

DEPARTMENT: Fort Bend County Sheriff's Office
Attention: ~~Milton Wright, Sheriff~~
1410 Williams Way Boulevard
Richmond, TX 77469

Tray E. Nehls, Sheriff
T.M.H.
Dr.

SPONSOR: Mazda Motor of America, Inc.
7755 Irvine Center Drive
Irvine, CA 92618-2906
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: *Grady Prestage* 8-6-13

Grady Prestage, Commissioner, Precinct 2
Presiding Officer of Commissioners Court, August 6, 2013

Date 8-6-13

By: *Kathleen Smith*

Kathleen Smith
(Printed Name)

ATTEST:

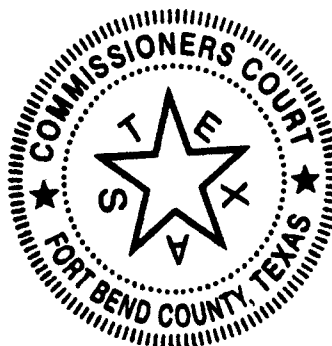
Dianne Wilson
Dianne Wilson, County Clerk

Treasurer
(Title)

7/22/13
(Date)

FORT BEND COUNTY SHERIFF

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





Mazda North American Operations
c/o Dequita Brisco
13135 Dairy Ashford, Suite 400
Sugar Land, TX 77478

Dear Mrs. Brisco,

Fort Bend County Kids & Cops, Inc. is a non-profit organization comprised of deputies from the Fort Bend County Sheriff's Office. Our goal is to reach every school-age child in Fort Bend County with a positive message about growing up, life, and the real world.

The purpose of Fort Bend County Kids & Cops, Inc. is to bring together citizens and law enforcement personnel to assist the youth in our county by providing an environment which promotes leadership, team-building, motivation, and problem-solving techniques.

KIDS & COPS PROGRAMS

Kids & Cops offers many programs to help children learn gang prevention, drug abuse prevention, crime prevention, and safety topics. The following are some of the programs offered to Fort Bend County youth through Kids & Cops, Inc.:

Anti-Drug Education- As an avenue in helping the youth of Fort Bend County reaching their goals, Kids & Cops, Inc. has programs to address every educational level. On the Elementary school level, students master concepts including Peer Pressure, learning Resistance Techniques, Consequences, Making Good Decisions, Dealing with Stress, Resisting Gangs, Alternatives to Drug Use, Bullying, and Making a Commitment. The Middle School program addresses issues including Juvenile Law, and the Consequences of committing crimes. The High School program continues reinforcement with lessons that include The Dangers of Drinking & Driving and Alcohol laws.

Summer Camps- During the summer months, Fort Bend County Kids & Cops, Inc. will provide eight weekly summer camps for children ages 10-12 years of age. The purpose of each camp is to promote leadership skills, boost self-esteem, respect, and to advocate teamwork. We provide an atmosphere that is positive and highly motivating.

Other programs offered:

- Child Fingerprinting
- Child Safety and Awareness ("Stranger Danger" and Gun Safety)
- Bicycle Safety
- Youth Crime Prevention (McGruff the Crime Dog)
- Before It's Too Late
- Robo-Deputy Appearances and Presentations
- Now That You're 10

MISSION ASSISTANCE

Fort Bend County Kids & Cops, Inc. is excited about the potential partnership with Mazda Motor of America, Inc. dba Mazda North American Operations that will help in reaching every school-age child in Fort Bend County by producing a positive interaction between law enforcement and our citizens of Fort Bend County. Our request is for six (6) loaner vehicles to be used by the Kids & Cops deputies during their daily duties.

The "Loan and Use Agreement" is hopefully to be made by and between Fort Bend County (hereinafter referred to as "COUNTY") and Mazda Motor of America, Inc. dba Mazda North American Operations, with offices located at 13135 Dairy Ashford, Sugar Land, TX 77478 (hereinafter referred to as "SPONSOR").

In Consideration of the possible mutual promises contained in this Agreement, the hope to mutually agree is as follows:

SPONSOR agrees to provide six (6) Mazda vehicles (hereinafter referred to as "VEHICLES"), from SPONSOR's current stock, to the Fort Bend County Sheriff's Office, which will be used by the Youth Programs deputies in their day-to-day operations in and around Fort Bend County, Texas (hereinafter referred to as "DEPARTMENT"). SPONSOR is and shall remain the owner of VEHICLES. DEPARTMENT agrees to provide SPONSOR valuable consideration as herein set out in return for the loan and use of VEHICLES. DEPARTMENT shall be and act as bailor for mutual benefit, and shall care and protect VEHICLES as property in bailment and according to the terms of this agreement

The term of this agreement will be from the first date given until the vehicle is replaced. Either party may terminate this Agreement upon thirty (30) days prior written notice. Upon termination of this Agreement, DEPARTMENT shall be responsible for immediately returning VEHICLES to SPONSOR in the same condition as when originally loaned to DEPARTMENT by SPONSOR, excepting normal wear and tear.

DEPARTMENT agrees that the VEHICLES will be used solely for the Kids & Cops Youth Program (the "PROGRAM"). Use of the VEHICLES shall be pursuant to the DEPARTMENT's Vehicle Policy. The DEPARTMENT's representatives are subject at

least to the same disciplinary actions as set forth in it's Vehicle Policy for violating the VEHICLES' limited use, as set forth in this Agreement or in the Vehicle Policy. Notwithstanding any provisions to the contrary, VEHICLES may be driven from the Program's function to the DEPARTMENT representative's residence and back to a Program function or DEPARTMENT's premises, but in no event shall the VEHICLES be used on any personal errand.

VEHICLES will bear the PROGRAM's logo and/or slogan and the phrase "**Courtesy of Mazda North American Operations**", or a like phrase in tasteful graphics, as agreed upon by SPONSOR.

SPONSOR will furnish and be responsible for the required inspection certificate for the VEHICLES under this Agreement and the legal title shall be and remain in SPONSOR's name. VEHICLES shall at all times remain the property of and/or under the registered ownership of the SPONSOR. DEPARTMENT acknowledges and agrees that it shall not acquire any right, title, or interest to the VEHICLES hereunder, other than that of bailor and user.

All taxes and license charges, if any, levied on or assessed against the VEHICLES 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 VEHICLES during the term of this Agreement.

SPONSOR shall provide all routine repair and maintenance on the VEHICLES.

SPONSOR shall not be responsible for repairs based upon the acts, omissions and/or abuse of the VEHICLES during the loan and use by DEPARTMENT. Notwithstanding the preceding, prior to any repair or maintenance work to be performed by SPONSOR, DEPARTMENT 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 DEPARTMENT's use or observation of the VEHICLES.

DEPARTMENT shall bear all normal operating expenses related to the VEHICLES, including, but not limited to, fuel and insurance premiums as set forth below. DEPARTMENT shall also be responsible for all fines, levies, and charges occurring as a result of VEHICLES' usage, including but not limited to fines for citations (moving and non-moving) and toll fares. DEPARTMENT shall exercise it's best efforts to maintain the VEHICLES in it's best operating condition, including routine visual and operational inspection and strict observance of the VEHICLES' manufacturer's required and recommended service schedules. DEPARTMENT also agrees to use it's best efforts to keep the VEHICLES clean.

COUNTY shall procure and maintain the following insurance with at least the following limits:

1. Workers Compensation, as to the extent required by law, for all drivers and passengers of the VEHICLES who are employees of the DEPARTMENT;

COUNTY shall procure and maintain the following insurance with at least the following limits:

1. Workers Compensation, as to the extent required by law, for all drivers and passengers of the VEHICLES who are employees of the DEPARTMENT;
2. Automobile, in an amount of at least \$1,000,000 per occurrence/aggregate for bodily injury and property damage. The policy shall name the SPONSOR, it's affiliated companies, and their respective shareholders, officers, representatives, agents, and employees as additional insurers.

In addition, COUNTY shall waive and shall cause it's insures to waive all rights of subrogation.

To the extent allowed by law, COUNTY shall RELEASE and HOLD HARMLESS SPONSOR, it's parent and affiliated companies, it's 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, suites, fines, penalties, and costs and expenses (including attorney's and professionals' fees and court cost) 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 DEPARTMENT and/or it's peace officers, directors, representatives, agents, employees, contractors and invitees, and shall include the contributory and/or concurrent acts of omissions of SPONSOR, it's parent and affiliated companies, and their respective shareholders, officers, representatives, agents and employees, but shall not include the sole acts or omissions of such parties nor the extent of any proven product liability.

We are very proud of our Youth Programs Unit and what we have accomplished over the years. Our program is extremely successful and we believe that with the assistance of Mazda Motor of America, Inc. dba Mazda North American Operations, the Kids & Cops Program will be able to "Zoom, Zoom, Zoom" to new heights.

If you need to contact me for further information, you may write back to this address: 1410 Williams Way Blvd., Richmond, Texas 77469 or contact me at 281-238-1531

Again, thanks in advance for your consideration and cooperation in helping to make a positive impact on the youth of Fort Bend County.

Sincerely,



Jerry T. Clements
Lieutenant, Community Services Division
Fort Bend County Sheriff's Office
1410 Williams Way Blvd.
Richmond, TX 77469
(281) 238-1531



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
1-972-991-3700
Arthur J. Gallagher Risk Mgmt. Services, Inc.14241 Dallas Parkway
Suite 300
Dallas, TX 75254INSURED
Fort Bend County, Texas301 Jackson Street
Richmond, TX 77469CONTACT
NAME:
PHONE (A/C, No. Ext):
E-MAIL:
ADDRESS:FAX
(A/C, No.):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: UNDERWRITERS AT LLOYDS LONDON

15792

INSURER B: MIDWEST EMPLOYERS CAS CO

23612

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 32107101

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROM AGG
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> \$100,000 SIR	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PK1004812	10/01/12	10/01/13	COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE AGGREGATE
	DED RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/> PK1004812 <input checked="" type="checkbox"/> EWC008365	10/01/12 10/01/12	10/01/13 10/01/13	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS E1: EACH ACCIDENT E2: DISEASE - EA EMPLOYEE E3: DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Lease of six Mazdas for Kids N Cops

The certificate holder is named as an additional insured per the Blanket Additional Insured wording per London policy form SLC-3 (UBA) NMA2868 (26/06/10).

CERTIFICATE HOLDER

Mazda
Attn: Dee Brisco
13135 Dairy Ashford #400
Sugar Land, TX 77478

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)
aquallia
32107101

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