

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**ADDENDUM TO CONDITIONAL SALE AGREEMENT**

The County of El Paso, Texas, a political subdivision of the State of Texas, ("Purchaser" or "County"), and Yamaha Motor Finance Corporation, U.S.A., ("Seller") amend their Conditional Sale Agreement [County Attorney Contract No. 2021-0135] ("Original Agreement") by adding the following provisions. To the extent that any provisions in the main body of the Original Agreement conflict with the provisions of this Addendum, this Addendum shall control.

- 1) **Term and Payment Amount.** The parties clarify that this agreement shall commence on March 15, 2021 and continue for a term of 60 months, ending on March 14, 2026, with a monthly lease payment amount of \$5,749.15.
- 2) **Taxes.** The County shall not be liable for any taxes from which it is exempt due to its status as a tax exempt political subdivision of the State of Texas. The County's Tax Identification Number is 746000762.
- 3) **Interest.** Any and every reference to any late payment interest rate including, but not limited to, paragraph 3 is deleted and replaced with the following: If a payment is not received by the Seller within 30 days after the due date, Seller may charge the applicable interest rate under the Texas Prompt Pay Act, pursuant to Texas Government Code Chapter 2251.
- 4) **Insurance.** The Parties acknowledge that the County is a self-insured political subdivision of the State of Texas. The County's insurance obligations under the Original Agreement including, but not limited to paragraph 11, or any other agreement associated with this transaction, are satisfied by the County's self-insurance. Any and every reference to insurance documentation or certification requirements including, but not limited to, Yamaha Motor's February 19, 2021 cover letter and insurance form, is wholly and fully satisfied by this addendum.
- 5) **Indemnity.** Any reference to indemnity including, but not limited to, paragraphs 6.1 and 10 is understood to include the following language: "To the extent permitted by the laws and the constitution of the State of Texas, particularly Section 7 of Article XI of the Texas Constitution, and with the mutual understanding that the County is a political subdivision of the State of Texas and that this indemnity obligation cannot be paid from current revenues and that no tax nor interest and sinking fund has been set, adopted or established for the payment of this indemnity obligation, the County shall indemnify Seller and hold Seller harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities arising in any way from the gross negligence or misconduct of the County or its agents and employees."
- 6) **Attorney's Fees.** Any and every reference to attorney's fees including, but not limited to, paragraph 13 is deleted and replaced with the following: The County shall not be assessed attorney's fees as damages or expenses or as a penalty for breach of this contract by either party.

- 7) **Delivery.** Paragraph 9 is deleted in its entirety and the sentence, found in paragraph 4.1, "All costs of delivery are the sole responsibility of Purchaser" is deleted.
- 8) **Contingent Funding Availability Clause.** Seller acknowledges that the County is a political subdivision of the State of Texas, and as such adopts its budget according to the laws of the State of Texas for a period of one year beginning on October 1<sup>st</sup> each year and terminating on September 30<sup>th</sup> of the following year. In the event that the County does not intend to include sufficient funds in its next annual budget, in any fiscal year during the term of this agreement, for the payment of its obligations hereunder, the County may terminate this agreement without penalty or further payment, upon 30 days written notice to Seller, to be effective on September 30<sup>th</sup> of the then current fiscal year.
- 9) **Governing Law.** The laws and remedies of the State of Texas apply to the Agreement between the parties, Texas choice of law or conflicts of law provisions notwithstanding. Venue is in El Paso County, Texas.
- 10) **Israel.** If applicable, pursuant to Texas Government Code Section 2271.002, Seller verifies it does not boycott Israel and will not boycott Israel as defined in Section 2271.001(1), for the duration of the agreement.

IN WITNESS WHEREOF, the parties execute this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021.

**THE COUNTY OF EL PASO, TEXAS**

**YAMAHA MOTOR FINANCE CORP., U.S.A.**

By: \_\_\_\_\_  
County Judge Ricardo A. Samaniego

By: \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_  
(Signor must have legal authority to bind corporation)