

VEHICLE USE AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND  
NATIONWIDE MUTUAL INSURANCE COMPANY

THIS AGREEMENT, entered into this 25<sup>th</sup> day of April, 2025, by and between The County of Hidalgo, Texas, a political subdivision (hereinafter referred to as "County") acting by and through the Hidalgo County Sheriff's Office ("HCSO"), and NATIONWIDE MUTUAL INSURANCE COMPANY ("NATIONWIDE") and agree as follows:

1. NATIONWIDE will provide to the HCSO, a 2018 GMC Yukon SLT VIN: 1GKS2BKC5JR340798 (the "vehicle"), for use exclusively by the HCSO in pursuit of law enforcement activities related to the investigation of insurance fraud or an insurance related crime. Any use of the vehicle by the HCSO that is outside of the specific scope set forth herein, is a material breach of this Agreement upon which NATIONWIDE may terminate this agreement and require the return of the vehicle.
2. The HCSO understands and acknowledges that it is accepting the vehicle "as is." NATIONWIDE is not making nor has made any representations regarding the condition of the vehicle. The HCSO has had reasonable opportunity to inspect the vehicle and, by executing this agreement, accepts the condition of said vehicle. Prior to or within forty-eight hours (48) of the execution of this agreement, NATIONWIDE will transfer title of the vehicle to the County. County understands and acknowledges that it nor the HCSO cannot use the vehicle until title has been properly transferred and recorded. County agrees and acknowledges that it currently has and will maintain insurance coverage for the vehicle equal to the insurance coverage for the HCSO's regular fleet.
3. In exchange for and in consideration of the use of the aforementioned vehicle HCSO agrees to provide NATIONWIDE with quarterly reports. These reports must include: 1) number of times the vehicle was deployed; 2) number of arrests made due to use of the vehicle; 3) current condition of the vehicle; and 4) number of vehicles recovered. These quarterly reports shall be sent to Leonard Smith via email smithL84@nationwide.com. Failure to provide these reports is a material breach of this agreement upon which NATIONWIDE may terminate this agreement and require the return of the vehicle.
4. HCSO, to the extent allowed by law, further agrees to release, indemnify, and hold NATIONWIDE and its officers, directors, employees, agents, attorneys, affiliates and subsidiaries and their successors and assigns, harmless from any and all injuries, claims, losses, and expenses, including attorneys' fees, experts' fees, court costs and damages whatsoever arising out of or in any way related to, but not limited to, Nationwide's furnishing of the vehicle to HCSO, and any use, operation or maintenance of the vehicle described herein, during the term of this agreement. To the extent allowed by law, HCSO

shall, at its own cost and expense, defend any and all suits which may be brought against NATIONWIDE, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against NATIONWIDE in any such action or actions, provided, however, that NATIONWIDE shall give the HCSO written notice of any such claims or demand.

5. The HCSO further agrees to return the above described vehicle immediately upon the conclusion of its auto theft investigation, within thirty days upon the request of NATIONWIDE or three (3) years after execution of the agreement, whichever occurs earliest. If, after three (3) years, each Party herein has mutual interest in extending this agreement, such extension can occur by written authorization from each Party.
6. The HCSO will maintain the operability of the vehicle while in the possession of the HCSO. NATIONWIDE recognizes the risk of loss or damage to the vehicle associated with this agreement and will not require the HCSO to restore the vehicle to its original condition. The HCSO agrees that, upon return of the vehicle to NATIONWIDE, it will transfer the vehicle's title to NATIONWIDE.
7. A waiver by NATIONWIDE of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.
8. This Agreement shall be interpreted under, and enforced by the laws of the State of Texas excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Hidalgo, State of Texas
9. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both County and NATIONWIDE.
10. This Agreement may be executed by facsimile (or other similar electronic transmission) and in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on both parties. Notwithstanding the foregoing, each Party agrees to execute an original of this Agreement and to promptly provide the other Party with an original signature.

NATIONWIDE MUTUAL INSURANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By: Claire McDonald

Title: Director, Special Investigation Unit

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(A Political Subdivision)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Title: \_\_\_\_\_

SHERIFF'S OFFICE RECOMMENDATION FOR APPROVAL:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Title: \_\_\_\_\_