

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

**MEMORANDUM OF UNDERSTANDING BETWEEN FORT BEND COUNTY, TEXAS  
AND  
THE CITY OF SUGAR LAND, TEXAS**

This Memorandum of Understanding (“Agreement”) is made and entered into by and between Fort Bend County, Texas (“COUNTY”), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court on behalf of the Fort Bend County Office of Homeland Security and Emergency Management Department (“HSEM”), and the City of Sugar Land, Texas (“PARTICIPATING AGENCY”), a home-rule municipality, hereinafter referred to collectively as “Parties.”

**RECITALS:**

WHEREAS, COUNTY was the sub-recipient of a sub-award received from the Urban Areas Security Initiative (UASI) Program, which is a part of the DHS Homeland Security Grant Program, and with said award COUNTY purchased certain federally controlled equipment (“equipment”), as defined by FEMA Grants Program Directorate Bulletin No. 407a, which was used by local law enforcement and emergency response agencies of Fort Bend County to enhance the capability of local agencies to prepare for, prevent, respond to, mitigate and recover from threats or incidents of terrorism; and

WHEREAS, COUNTY desires to transfer certain equipment that is no longer needed by COUNTY; and

WHEREAS, PARTICIPATING AGENCY has a current need and use for the equipment and agrees to maintain and use the equipment in a manner for which it was originally acquired; and

WHEREAS, given the nature of the federally controlled equipment and the potential impact on communities, the State of Texas has imposed controls on the acquisition, use, transfer and disposition of said equipment in compliance with federal law, 2 C.F.R. Part 200; and

WHEREAS, COUNTY, as the grant sub-recipient, has been authorized by the State of Texas, Office of the Governor (“OOG”), Homeland Security Grants Division (“HSGD”) to transfer or dispose of the equipment pursuant to a memorandum of understanding with no further obligation to HSGD; and

WHEREAS, Texas Government Code, Chapter 791, authorizes local government entities to enter into contractual agreements with each other, with the State of Texas, and with administrative agencies of the state for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, COUNTY is a local governmental entity of the state, as defined in Texas Government Code, Section 791.003; and

WHEREAS, PARTICIPATING AGENCY is a governmental body, as defined by Texas Government Code, Section 791.003, and is a unit within the National Incident Management System (“NIMS”) structure; and

WHEREAS, COUNTY and PARTICIPATING AGENCY have the authority to enter into this Agreement, and are each entering this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the Parties desire to enter into an agreement to coordinate the transfer of certain equipment, set forth expectations and responsibilities of the Parties to ensure the respective parties' understanding and acknowledgement of the transfer process, responsibilities of the receiving party, and use and maintenance requirements, and ensure record retention and proper procedure for the return of the equipment to COUNTY if this Agreement is terminated or the equipment is no longer needed by the PARTICIPATING AGENCY;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties understand, acknowledge and agree as follows:

**AGREEMENT:**

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. Grant-Funded Equipment. COUNTY was the sub-recipient of a sub-award received from the Urban Areas Security Initiative (UASI) Program, which is a part of the DHS Homeland Security Grant Program, and with said award COUNTY purchased certain federally controlled equipment (“Equipment”), which was used by local law enforcement and emergency response agencies of Fort Bend County to enhance the capability of local agencies to prepare for, prevent, respond to, mitigate and recover from threats or incidents of terrorism.

3. Transfer of Grant-funded Equipment. COUNTY may transfer certain Equipment (as described above) to PARTICIPATING AGENCY from time to time to support state and local efforts to prevent terrorism and other catastrophic events. The Parties agree that should such transfer of Equipment from COUNTY to PARTICIPATING AGENCY be desired, that any such transfer of Equipment shall be made in accordance with the terms and conditions of this Agreement.

4. Equipment Custody Receipt. The Parties further agree, that upon transfer of the Equipment, COUNTY and PARTICIPATING AGENCY shall execute an Equipment Custody Receipt, similar to the form attached as Exhibit A and incorporated by reference, which provides an adequate description of the property, including the condition of the Equipment at the time of transfer. The Parties agree that the Equipment Custody Receipt is just a property inventory control

form that can be executed by the authorized representative(s)/department/office of COUNTY and PARTICIPATING AGENCY responsible for the transfer or receipt of and management of the Equipment without further approval of either governing body.

5. Responsibilities of PARTICIPATING AGENCY.

a. PARTICIPATING AGENCY agrees to comply with the Grant Assurances for Urban Area Security Initiative Strategic Plan solely to the extent such requirements are expressly applicable to custodial use of the Equipment and do not impose subrecipient or grant administration obligations on PARTICIPATING AGENCY.

b. PARTICIPATING AGENCY agrees that all Equipment, supplies, and training funded through the UASI program is for the mutual benefit of the Houston UASI Region and not for the exclusive benefit of the Participating Agency.

c. PARTICIPATING AGENCY agrees that all Equipment, supplies, and technical expertise developed through training funded by the UASI program is to be made available for emergency use through established mutual aid systems, established mutual aid agreements, or made reasonably available through a valid request by a member jurisdiction or organization of the Houston UASI.

d. PARTICIPATING AGENCY agrees to maintain the adoption and implementation of (the National Incident Management System) NIMS.

e. PARTICIPATING AGENCY, without waiving any immunity or limitation of liability, and only to the extent permitted by law, agrees to defend, indemnify, and hold harmless the COUNTY, its agents, officers, and employees from and against all liability arising out of the Participating Agency 's acts or omissions under this Agreement.

f. PARTICIPATING AGENCY acknowledges and agrees that PARTICIPATING AGENCY will be responsible for all aspects of the Equipment including, but not limited to, maintaining the Equipment' records, physical inventory, control system, and maintenance procedures while the Equipment is in the care, custody, possession and/or control of PARTICIPATING AGENCY.

g. PARTICIPATING AGENCY agrees while the Equipment is in the care, custody, possession and/or control of PARTICIPATING AGENCY, PARTICIPATING AGENCY shall use the Equipment to support homeland security, emergency operations planning activities and/or in any other manner for which it was originally acquired.

h. PARTICIPATING AGENCY agrees to maintain a complete and up-to-date Equipment inventory and to conduct a semi-annual physical inventory while in possession of the Equipment.

i. PARTICIPATING AGENCY agrees that, upon request, the Equipment inventory and any related documentation shall be made accessible for review by the U.S. Department of Homeland Security, ODP, TDEM, H-GAC, Fort Bend County HSEM, Fort Bend County Auditor's office or other necessary authorities in accordance with existing grant requirements. Nothing in this section is intended to preclude the production of documentation in electronic format, nor is anything intended to require the PARTICIPATING AGENCY to physically deliver the documentation.

j. PARTICIPATING AGENCY is accepting the Equipment "AS IS" and agrees to report any faults or problems with the Equipment within 48 hours after initial operational inspection.

k. PARTICIPATING AGENCY agrees, to the extent practicable, to store Equipment in a designated and secure site(s) that are free from weather and other conditions, which may degrade Equipment and/or impacts its intended use, except to the extent that the Equipment is in use and maybe subject to those conditions.

l. PARTICIPATING AGENCY agrees to exercise reasonable care in the use of the Equipment and to perform routine, day-to-day maintenance and monitoring consistent with the manufacturer's recommendations and PARTICIPATING AGENCY's standard practices for similar municipal equipment. PARTICIPATING AGENCY shall be responsible for obtaining and maintaining any applicable licenses or permits required solely for its lawful use of the Equipment while in its custody. Nothing in this subsection shall be construed to require PARTICIPATING AGENCY to perform capital repairs, major refurbishment, or replacement of the Equipment, or to guarantee functionality of the Equipment at all times.

m. PARTICIPATING AGENCY agrees to reimburse COUNTY for the reasonable cost of repairs to the Equipment necessitated by PARTICIPATING AGENCY's negligence, intentional act, or failure to exercise reasonable care while the Equipment is in its care, custody, possession, or control. Notwithstanding the foregoing, PARTICIPATING AGENCY is only obligated to reimburse COUNTY to the extent COUNTY is required to make a reimbursement under its grant, and in no event shall such reimbursement exceed the value of COUNTY's reimbursement requirement.

n. PARTICIPATING AGENCY shall maintain coverage for the Equipment while the Equipment is in its custody, possession, and or control in amounts and on terms consistent with PARTICIPATING AGENCY's coverage for similar municipal equipment. Such coverage shall be deemed to satisfy any insurance obligation under this Agreement. Nothing herein shall be construed to require PARTICIPATING AGENCY to obtain additional commercial insurance, name COUNTY as an additional insured, or provide a waiver of subrogation.

o. PARTICIPATING AGENCY agrees to pick up the Equipment from COUNTY at the following location: 307 Fort Street. Richmond, Texas 77469, within thirty (30) days of the signed Agreement, at a time mutually agreeable by the parties, at which time, COUNTY agrees to surrender the Equipment to the designated representative for PARTICIPATING AGENCY. At the time of the transfer, the designated Point of Contact for each agency shall sign an EQUIPMENT

CUSTODY RECEIPT, similar to the form attached hereto as EXHIBIT A, acknowledging transfer and receipt of the Equipment.

6. Title to Equipment. COUNTY shall retain all rights, title and interest in and to the Equipment while the Equipment is in the care, custody, possession and/or control of PARTICIPATING AGENCY. The Participating Agency shall not be deemed to be a subrecipient of the grant, and the Participating Agency will not be subject to the Grant requirements. To the extent necessary for the County to comply with its grant terms, the Participating Agency will assist the County with providing the documentation of the Equipment's use while on loan.

7. Retention of Documentation. The Parties shall each retain a copy of the fully executed AGREEMENT, the Equipment Custody Receipt, and any records concerning the Equipment for at least three (3) years following termination of this Agreement or disposal of the Equipment.

8. Term. This AGREEMENT commences on the date of the last Party's signature of execution and terminates when the Equipment is returned to COUNTY or otherwise disposed of at COUNTY's written direction, unless terminated earlier by either party as provided herein below.

9. Loss or Damage of Equipment. If the Equipment is lost, stolen, destroyed, or otherwise damaged beyond repair while in the care, custody, control and/or possession of PARTICIPATING AGENCY, PARTICIPATING AGENCY shall issue a certificate of loss/destruction/irreparable damage to County to satisfy any grant or insurance requirements.

10. Contact Information and Notice. Each party shall identify contact person(s) for purposes of implementing the terms of this AGREEMENT. All notices and communication under this AGREEMENT shall be in writing and must be delivered by hand, facsimile, or United States registered or certified mail, return receipt requested or delivered by any national overnight express delivery service, to the following addresses:

COUNTY Contact:

Fort Bend County  
Homeland Security & Emergency Management  
Attn: Emergency Management Coordinator  
307 Fort Street  
Richmond, Texas 77469-7728  
Tel: (281) 342-6185  
Email: EOC@fbctx.gov

AND

Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1st Floor  
Richmond, Texas 77469

PARTICIPATING AGENCY

City of Sugar Land

Contact:

P.O. Box 110  
Sugar Land, Texas 77479  
Email: [jthomas@sugarlandtx.gov](mailto:jthomas@sugarlandtx.gov)

AND

City of Sugar Land  
Attn: City Manager  
2700 Town Center Blvd N.  
Sugar Land, Texas 77479

The parties may change their respective addresses and each may specify as its address any other address by providing at least fifteen (15) days written notice to the other party.

11. Termination. This Agreement may be terminated at any time during its term, for any reason, by either Party by giving thirty (30) days written notice of its intent to terminate to the other Party. PARTICIPATING AGENCY shall return any Equipment within 30 days of notice of termination by either party. If PARTICIPATING AGENCY is unable to return the Equipment, PARTICIPATING AGENCY shall give written notice to COUNTY of the reason as to why the Equipment is not being returned.

12. Grant Status Representation. COUNTY represents that it has received authorization from the applicable grant authority to place the Equipment in the custodial possession of the PARTICIPATING AGENCY pursuant to this Agreement and that no additional federal grant funding will be provided to PARTICIPATING AGENCY in connection with the Equipment.

13. Compliance with Laws and Regulations. The Parties shall observe and comply with all applicable federal, state, local, tribal, and territorial laws, rules, ordinances, and regulations in any manner affecting the performance of any obligations undertaken by this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle COUNTY and PARTICIPATING AGENCY to terminate this Agreement immediately upon delivery of written notice of termination.

14. Non-Appropriation. It is specifically understood and agreed that COUNTY has not allocated any funds for any services to be provided or obligations to be met pursuant to this AGREEMENT and has no obligation to make any payments hereunder. Any party paying for the performance of governmental functions, services or obligations under this AGREEMENT must make those payments from current revenues available to the paying Party. In the event funds are needed to carry out any purpose of this AGREEMENT, and COUNTY has not appropriated or allocated such funds to carry out the purpose of this agreement, the sole remedy of COUNTY is to terminate this AGREEMENT.

15. Governing Law and Venue. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement

and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either Party's sovereign immunity.

16. Relationship of the Parties. This Agreement is not intended to and shall not create a partnership, joint venture or joint enterprise among the parties. It is understood and agreed by the parties that the personnel of one party shall not be considered employees, agents, partners, joint ventures, or servants of any other party to this Agreement. The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this AGREEMENT shall control the direction, details and managements of such work.

17. No Third -Party Beneficiaries. The Parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

18. Invalid Provision. If any of the provisions contained in this Agreement are deemed invalid, such invalidity will not affect the other provisions and the Agreement will be construed as if the invalid provision had never been contained in this Agreement.

19. No Assumption of Liability. No Party assumes the liability for the Equipment under the control of any other Party or for the actions of employees of any other Party. This Agreement is not intended to create any cause of action for the benefit of third parties.

20. Immunity as a Defense. No signatory hereto or participating agency has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement.

21. Audit and Inspection of Records. Upon request, PARTICIPATING AGENCY shall permit the authorized representatives of COUNTY to inspect and audit all data and records relating to the Equipment referenced in this Agreement. Each party shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. In the event any record is needed to support any dispute or legal action, such records shall be maintained for a period of not less than three (3) years following the settlement of any such dispute or legal action.

22. Confidential Information. The Parties acknowledge that they are both subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, each Party will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

23. Assignment. Any assignment or other transfer of this AGREEMENT or any part hereof without the express consent in writing of the other Parties shall be void and of no effect.

24. Entire Agreement. The entire understanding and agreement of the Parties is contained herein and no change in or modification, amendment or discharge of this AGREEMENT in any form whatsoever shall be valid or enforceable unless it is in writing and signed by all Parties.

25. Understanding, Fair Construction. By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

26. Execution. This AGREEMENT may be executed in multiple counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each party warrants that the undersigned is a duly authorized representative with the power to execute this AGREEMENT.

27. Electronic and Digital Signatures. The Parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

(EXECUTION PAGE FOLLOWS)

IN WITNESS HEREOF, the parties, or their authorized representatives, have herewith set their signatures as of the date written below. This AGREEMENT is not effective until executed by all necessary parties.

**FORT BEND COUNTY, TEXAS**

**CITY OF SUGAR LAND, TEXAS**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED:


FORT BEND COUNTY  
Office of Emergency Management

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

  
Greg Babst,  
Emergency Management Coordinator

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

4/1/2026

  
\_\_\_\_\_  
Michael W. Goodrum, City Manager

03-24-26

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

**EXHIBIT A**

**SAMPLE EQUIPMENT CUSTODY RECEIPT**

## EQUIPMENT CUSTODY RECEIPT

By execution of this Equipment Custody Receipt, the undersigned acknowledge and certify that the equipment described herein was acquired by Fort Bend County, Texas ("County") using funds awarded under the \_\_\_\_\_ (name and year of grant) and is being placed in the care, custody, and control of the City of Sugar Land, Texas ("City") pursuant to the Memorandum of Understanding between the parties. This Receipt documents custodial possession only and does not effect a sale, donation, gift, or transfer of ownership of the equipment. All rights, title, and interest in and to the equipment remain vested exclusively in County at all times. City agrees to use, safeguard, and maintain the equipment in accordance with the Memorandum of Understanding and any applicable written instructions provided by County and to use the equipment for purposes consistent with those for which it was originally acquired. City is not a grant subrecipient and does not assume responsibility for grant administration, reporting, closeout, or disposition requirements except as expressly set forth in the Memorandum of Understanding. The undersigned certify that they are duly authorized to execute this Receipt on behalf of their respective entities.

### FORT BEND COUNTY HOMELAND SECURITY EMERGENCY MANAGEMENT PARTNERING AGENCY EQUIPMENT LIST


HSEM Initials	Item #	PO #	Acquisition Date	Description	FBC Tag #	Serial #	Date Out	Date Returned
	1							
	2							
	3							
	4							

ACKNOWLEDGED AND RECEIVED:

FORT BEND COUNTY, TEXAS

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

CITY OF SUGAR LAND, TEXAS

By:   
 Name: MIKE GOODRUM  
 Title: CITY MANAGER  
 Date: 2-18-06



## City Council Agenda Request

February 17, 2026

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**Agenda Request No:** VI.B.

**Agenda of:** City Council Meeting

**Initiated by:** Jennifer Umali, Administrative Coordinator

**Presented by:** Jarred Thomas, Emergency Management Administrator

**Responsible Department:** Police

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**Agenda Caption:**

**MEMORANDUM OF UNDERSTANDING WITH FORT BEND COUNTY**

Consideration of and action on the memorandum of understanding between the City of Sugar Land and Fort Bend County regarding the Urban Areas Security Initiative Program equipment.

**Recommended Action:**

The Sugar Land Police Department recommends City Council approve the memorandum of understanding between the City of Sugar Land and Fort Bend County regarding the Urban Areas Security Initiative Program equipment.

**Executive Summary:**

Fort Bend County was the sub-recipient of a sub-award received from the Urban Areas Security Initiative (UASI) Program, which is a part of the DHS Homeland Security Grant Program, and with said award Fort Bend County purchased certain federally controlled equipment (“equipment”), as defined by FEMA Grants Program Directorate Bulletin No. 407a, which was used by local law enforcement and emergency response agencies of Fort Bend County to enhance the capability of local agencies to prepare for, prevent, respond to, mitigate and recover from threats or incidents of terrorism.

Fort Bend County desires to transfer certain equipment that is no longer needed by the county and the City of Sugar Land has a current need and use for the equipment and agrees to maintain and use the equipment in a manner for which it was originally acquired.

Given the nature of the federally controlled equipment and the potential impact on communities, the State of Texas has imposed controls on the acquisition, use, transfer and disposition of said equipment in compliance with federal law, 2 C.F.R. Part 200. Fort Bend County, as the grant sub-recipient, has been authorized by the State of Texas, Office of the Governor (“OOG”), Homeland Security Grants Division (“HSGD”) to transfer or dispose of the equipment pursuant to a memorandum of understanding with no further obligation to HSGD. The Texas Government Code, Chapter 791, authorizes local government entities to enter into contractual agreements

with each other, with the State of Texas, and with administrative agencies of the state for governmental functions and services to increase their efficiency and effectiveness. Fort Bend County is a local governmental entity of the state, as defined in Texas Government Code, Section 791.003; and the City of Sugar Land is a governmental body, as defined by Texas Government Code, Section 791.003, and is a unit within the National Incident Management System (“NIMS”) structure.

Subsequently, Fort Bend County and the City of Sugar Land have the authority to enter into this Agreement, and are each entering into this Agreement by the action of its governing body in the appropriate manner prescribed by law. The Parties desire to enter into an agreement to coordinate the transfer of certain equipment, set forth expectations and responsibilities of the Parties to ensure the respective parties' understanding and acknowledgment of the transfer process, responsibilities of the receiving party, and use and maintenance requirements, and ensure record retention and proper procedure for the return of the equipment to Fort Bend County if this Agreement is terminated or the equipment is no longer needed by the City of Sugar Land.

## **Budget**

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**Expenditure Required:** N/A

**Current Budget:** N/A

**Additional Funding:** N/A

**Funding Source:** N/A

**Account Number (ORG-OBJ-Project):** N/A

## **Attachments**

1. UASI Equipment MOU 1-8-25