

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR HELICOPTER USE  
BETWEEN FORT BEND COUNTY AND  
THE CITY OF ROSENBERG**

This Interlocal Agreement is made by and between **Fort Bend County** ("COUNTY"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and the **City of Rosenberg** ("CITY") a political subdivision, acting by and through its City Council

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services;

**WHEREAS**, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, police services;

**WHEREAS**, County has obtained two helicopter aircraft (hereinafter "helicopters") from the 1033 Program which allows law enforcement agencies to acquire property for bona fide law enforcement purposes that assist in their arrest and apprehension mission, with preference given to counter-drug and counter-terrorism requests;

**WHEREAS**, CITY has and maintains its own police department but wishes to utilize the helicopter aircraft in support of their operations in Fort Bend County; and

**WHEREAS**, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I. Use of Helicopters

- A. The County, by and through the Fort Bend County Sheriff's Office, agrees to make the helicopters available to City to combat criminal activity and increase officer safety during patrol, tactical, investigative operations, and incident command operations as originating in the City's response jurisdiction
- B. Use of the helicopters is subject to availability and must be approved in advance by the Sheriff or his representative.

- C. County shall provide full time officers to pilot the helicopters. City shall provide a minimum of one on-board police personnel as required by the Sheriff for all helicopter missions commenced at the request of City.

II. Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, the term of this Interlocal Agreement will be from the date of execution by the last party until midnight on September 30, 2016. This Agreement shall automatically renew for additional one year terms each October 1 under the same terms, conditions and pricing; but subject to termination by either party.

III. Compensation

- A. CITY shall remit \$7,500.00 to County for the fuel and operations cost of the helicopters, within 30 days of this effective date of this Agreement; and then by November 1 of each renewal term.
- B. The Parties agree that \$7,500.00 is fair compensation to County for the services or functions performed under the Agreement for the services to be provided and must be from current revenues available to CITY.

IV. Relationship of Parties

The Parties agree that in performing services specified in this agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.

V. Notice to Parties

- A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.
- B. Notice to County shall be sent to:

Fort Bend County  
Attn: County Judge  
401 Jackson  
Richmond, Texas 77469

With copy to:

Fort Bend County Sheriff's Office  
Attn: Sheriff  
1410 Williams Way Blvd.  
Richmond, TX 77469

Notice to CITY:

City of Rosenberg  
Attn: City Manager  
2110 4th street  
Rosenberg, TX 77471

- C. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VI. Insurance

- A. City shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of City, name of insurance company, policy number, term of coverage and limits of coverage. City shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. City shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- B. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- C. CITY agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate. Policy shall include contractual liability coverage.
- D. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- E. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of City shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- F. If required coverage is written on a claims-made basis, City warrants that any retroactive date applicable to coverage under the policy precedes the effective date of

the Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

VII. Indemnification

To the extent allowed by law, CITY agrees to promptly defend, indemnify and hold County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the City, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

VIII. Governmental Immunity

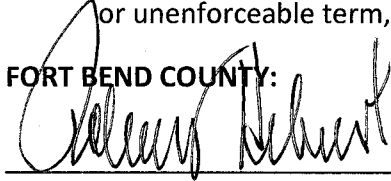
It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

IX. Miscellaneous Provisions

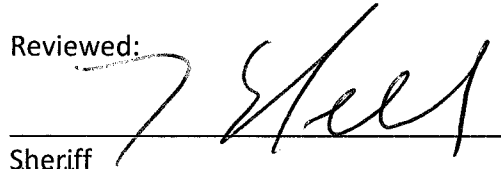
- A. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.
- B. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.
- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.
- D. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- F. In the event that any one or more of the terms, provisions or conditions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms,

provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.

**FORT BEND COUNTY:**

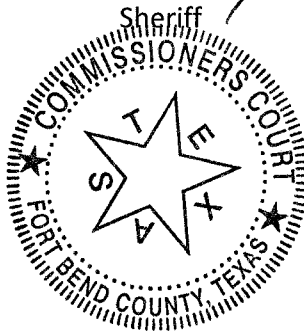
  
Robert Hebert, Fort Bend County Judge  
Date: July 28, 2015

Reviewed:

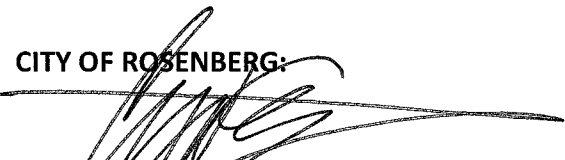


Attest:

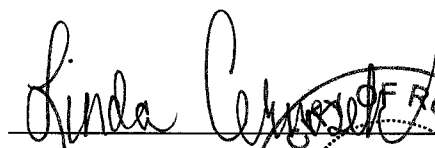
  
Laura Richard, Fort Bend County Clerk

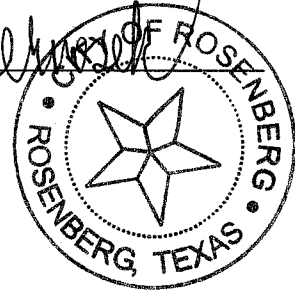


**CITY OF ROSENBERG:**

  
Cynthia McConathy, Mayor  
Date: 7-7-2015

Attest:

  
Linda Combs  
City Secretary



AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$                      to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

  
Ed Sturdivant, Fort Bend County Auditor