

**AMENDMENT NO. 1
TO INTERLOCAL AGREEMENT FOR HELICOPTER USE
BETWEEN FORT BEND COUNTY
AND
THE CITY OF SUGAR LAND**

This Amendment No. 1 to the Interlocal Agreement for Helicopter Use Between Fort Bend County and the City of Sugar Land is entered into between **FORT BEND COUNTY** (County) and the **CITY OF SUGAR LAND** (City).

RECITALS:

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Tex. Gov. Code, authorizes governmental entities to contract with each other to perform governmental functions and services; and

WHEREAS, effective December 8, 2015, the City and the County entered in an Interlocal Agreement for Helicopter Use, wherein the County has agreed to make its helicopters available for use by the City for law enforcement purposes to combat criminal activity and increase officer safety during patrol, tactical, investigative operations, and incident command operations originating in the City's jurisdiction; and

WHEREAS, two helicopters (1971 Bell Helicopter Model OH58A) (Helicopters) were obtained by the County pursuant to the 1033 Program, now referred to as the Texas LESO Program, administered by the Texas Department of Public Safety, which allows law enforcement agencies to receive excess property from the U.S. Secretary of Defense for law enforcement purposes that assist in the arrest and apprehension mission, with preference given to counter-drug and counter-terrorism requests; and

WHEREAS, the City has approached the County about participating in a program with the County involving use of the Helicopters to provide advanced life-support medical care and rescue, which may include widespread or severe flooding events (Search and Rescue Program); and

WHEREAS, the Search and Rescue Program will provide airlift capability to trained rescuers for rapid insertion into previously inaccessible areas, will allow for early intervention, incident stabilization, and orderly evacuation of citizens, and will combine the unique mobility platforms of the County with the medical and rescue experience of the City's fire and emergency medical services personnel; and

WHEREAS, the Search and Rescue Program will increase officer safety during Search and Rescue activities; and

WHEREAS, the City has advised County that inclusion of their Search and Rescue Program will assist law enforcement activities, which County has advised that law enforcement activities are an authorized use of the Helicopters by the LESO Program; and

WHEREAS, the City desires to participate with the County in the Search and Rescue Program; NOW, THEREFORE,

Agreement

In consideration of the additional and mutual benefits to accrue to the City and the County, the parties desire to amend the Interlocal Agreement for Helicopter Use Between Fort Bend County and the City of Sugar Land Agreement, as follows:

1. Section I. is amended to read as follows:

"I. Use of Helicopters.

A. The County, by and through the Fort Bend County Sheriff's Office, will make the Helicopters available:

(1) To the City to combat criminal activity and increase officer safety during patrol, tactical, investigative, and incident command operations, as originating in the City's jurisdiction, which may include the Search and Rescue Program outlined below; and

(2) For the Search and Rescue Program, in which the:

(i) City and County provide needed search and rescue operations, which may include, but are not limited to:

- a. Deployment to inaccessible areas within the City and the County;
- b. Use of the Helicopter(s) to provide overhead direction to guide boat crews and high water rescue vehicles during flooding events;
- c. City's and County's provision of trained fire and emergency medical services personnel;
- d. County's provision of flight crew for the Helicopter(s);
- e. The City's and County's mutual assistance in organizing evacuation efforts;
- f. City's incident command operations; and
- g. Any other search and rescue activities.

(ii) City and County perform training operations.

B. Use of the Helicopters is subject to availability and must be approved in advance by the Sheriff or his representative.

C. The County shall provide full-time law officers to pilot the Helicopters and the City shall provide a minimum of one on-board police officer, as required by the Sheriff for Helicopter missions commenced at the request of the City.


D. As part of the Search and Rescue Program, the City shall provide emergency medical services personnel, as needed, for Helicopter missions and during training operations.

2. Section IX. is amended by adding G. to read as follows:

G. The City and the County agree that the mutual services and functions to each party under this Agreement fairly compensates the performing party for the services and functions performed under this Agreement. Each party paying for the performance of governmental function or services will make those payments from current revenues available to the paying party.

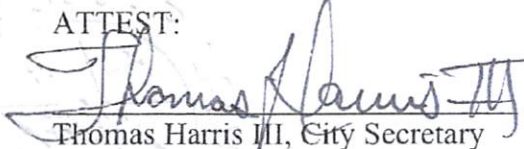
3. This Amendment No. 1 to the Agreement is effective on the later date of the parties' signatures and shall terminate when the Agreement terminates.

CITY OF SUGAR LAND


Michael W. Goodrum, City Manager

Date: 11/17/2020

ATTEST:


Thomas Harris III, City Secretary

APPROVED AS TO FORM:



FORT BEND COUNTY

KP George

County Judge KP George

KP George, Fort Bend County Judge

Date: 1-26-2021



Reviewed:

Eric Fagan

Sheriff

Date: 1/19/2021

ATTEST:

Laura Richard

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$ 0.00 to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

Ed Sturdivant

Ed Sturdivant, Fort Bend County Auditor

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

Original agreement.

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

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 Sugar Land** ("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.
- D. CITY shall provide hangar storage for two helicopters and, as available, office space for use by pilots and personnel associated with the operation of the helicopters at no cost to County, at the Sugar Land Regional Airport.

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 contract 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 Sugar Land
Attn: City Manager
2700 Town Center Blvd North
Sugar Land, TX 77479

- 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 to include airport hangar premises with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate and including Hangarkeepers Liability with limits not less than \$1,000,000 each aircraft and \$1,000,000 each occurrence. 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 contract; 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, each party shall defend, indemnify and hold harmless the other party 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 indemnifying party, 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
Robert Hebert, Fort Bend County Judge

Reviewed:

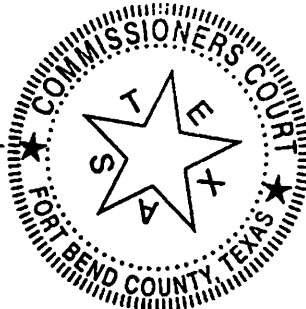
Jay C. Neble

Date: 12-8-2015

Sheriff

Attest:

Laura Richard
Laura Richard, County Clerk



CITY OF SUGAR LAND:

James A. Thompson
James A. Thompson, Mayor
Date: 11-17-2015

Attest:

Shirley Sundstrom
City Secretary

APPROVED AS TO FORM:

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
Ed Sturdivant, Fort Bend County Auditor