RAMS AVIATION COMPANY, INC. MAINTENANCE AGREEMENT

THIS AGREEEMENT ("Agreement") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Rams Aviation Company, Inc., ("Rams"), a company authorized to conduct business in the State of Texas (collectively referred to as the "Parties").

WHEREAS, County desires Rams to provide repair, parts, labor, and related items to maintenance ("Services") for the Fort Bend County Sheriff's Office; and

WHEREAS, in compliance with the piggyback method and the applicable cooperative purchasing requirements under Section 271.102 of the Texas Local Government Code, County represents that Harris County and Fort Bend County have entered into an Interlocal Agreement, approved on June 8, 2010, for the purchase of certain governmental goods or services, and that the services to be provided under this Agreement are services that were procured by Harris County under Project/Job No. 21/0142 in accordance with the laws of the state of Texas and procedures established by Harris County, and Fort Bend County desires that Rams provide services under the same terms and conditions as would apply under the Harris County Project/Job. No. 21/0142; and

WHEREAS, Rams represents that it is qualified and desires and agrees to perform such services in Fort Bend County under the same contract conditions as it has with Harris County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

- 1. **Scope of Services**. Pursuant to Fort Bend County's Interlocal Agreement with Harris County concerning the purchase of similar governmental goods and services, Rams shall provide Services as more specifically described in Harris County Commissioner's Court Job No. 210142 attached hereto as Exhibit "A" and incorporated fully herein by reference.
- 2. **Term**. The Parties agree that this Agreement is effective upon execution by the parties and shall terminate on July 31, 2024 unless sooner terminated in accordance with this Agreement. The Parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the Parties.
- 3. Payment; Non-appropriation; Taxes. Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy

of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

- 4. **Limit of Appropriation.** Rams clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Fifty Thousand and 00/100 dollars (\$350,000.00), specifically allocated to fully discharge any and all liabilities County may incur. Rams does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Rams may become entitled to and the total maximum sum that County may become liable to pay to Rams shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Fifty Thousand and 00/100 dollars (\$350,000.00).
- 5. Confidential Information. Rams expressly acknowledges that County is 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, County 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 provided to County by Rams 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.
- 6. Applicable Law; Arbitration; Attorney Fees. 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 the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Rams in any way associated with the Agreement.

7. Insurance.

A. Prior to commencement of the Services, Rams shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Rams shall provide certified copies of insurance endorsements and/or policies if requested by County. Rams shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Rams 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:

- 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 4. 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.
- 5. Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:
- (1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.
- (2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
- (3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
- B. 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 Rams shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Rams 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 the work under this Contract is completed.

- D. Rams shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Rams.
- 8. Indemnity. CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.
- 9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Rams verifies Rams does not boycott Israel and will not boycott Israel during the term of the Agreement.
 - b. Texas Government Code § 2251.152 Acknowledgment: By signature below, Rams represents pursuant to Section 2252.152 of the Texas Government Code, that Rams is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153
- 10. **Human Trafficking**. BY ACCEPTANCE OF CONTRACT, CENTRALSQUARE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
- 11. **Modifications**. The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
- 12. **Services Assurance.** Rams represents and warrants that any related systems and/or services related to its services furnished by Rams to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Rams will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Rams's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Rams's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.

- 13. **Independent Contractor.** In the performance of work or services hereunder, Rams shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Rams or, where permitted, of its subcontractors. Rams and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
- 14. **Conflict.** In the event there is a conflict between this Agreement and any Exhibits attached hereto, this Agreement controls.
- 15. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
- 16. **Use of Customer Name**. Rams may use County's name without County's prior written consent only in any Rams customer lists, any other use must be approved in advance by County.
- 17. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 18. **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.
- 19. **County Data**. Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.

20. Notices.

- 20.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 20.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Sheriff's Office

Attn: Support Services Division

1840 Richmond Parkway Richmond, Texas 77469 With a copy to: Fort Bend County

Attn: County Judge 301 Jackson Street Richmond, Texas 77469

Contractor: RAMS Aviation Company, Inc.

8042 Clark Rd.

Plantersville, TX 77363

- 20.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 20.1 and 20.2 and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 20.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - 20.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

{Remainder intentionally left blank}

{Execution follows}

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, Fort Bend County Judge

me: JONATHAN L RANKU

Title: PRESIDE

July 11, 2023

Date

Date 28 JUNE, 2023

RAMS AVIATION COMPANY, INC.

ATTEST:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_350,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A

April 28, 2023

Commissioners Court Harris County, Texas

RE: Job No. 210142

Members of Commissioners Court:

Please approve the renewal for the following:

Description: Repair parts, labor and related items to maintenance and/or inspect Bell

Helicopters and Airbus Helicopters for the Harris County Sheriff's Office

Vendor(s): RAMS Aviation Company, Inc.

Term: 08/01/2023 - 07/31/2024

Renewal

Options: 2 of 4

Amount: \$425,200

Bond(s): No

Reviewed By: • Harris County Purchasing • Sheriff's Office

Sincerely,

DeWight Dopslauf Purchasing Agent

Dehlsto Copy

MO

cc: Vendor(s)



Harris County, Texas

1001 Preston St., Suite 934 Houston, Texas 77002

Commissioners Court

Request for Court Action

File #: 23-2634 Agenda Date: 5/16/2023				Agenda #: 236.				
Department: Purchasing			YES	NO	ABSTAIN			
Department Head/Elected C	official: DeWight Dopslauf	Judge Lina Hidalgo	Ø		BSIAIN			
.,	0	Comm. Rodney Ellis	Ø	0				
Regular or Supplemental RC	Δ· Regular RCΔ	Comm. Adrian Garcia	☑′					
Type of Request: Contract - I	_	Comm. Tom 5. Ramsey	☑′					
Type of Request. Contract	veriewai	Comm. Lesley Brianes	Ø					
Project ID (if applicable): 210	142							
• • • • • • •	f applicable): RAMS Aviation Com	pany, Inc.						
MWDBE Contracted Goal (if MWDBE Current Participation Justification for 0% MWDBE		MWDBE Availability						
items to maintenance and/o	newal option with RAMS Aviation (r inspect Bell helicopters and Airbo ly 31, 2024 at a cost of \$425,200 (us helicopters for the Sheriff's	Offic	ce for				
Background and Discussion: Second renewal option for the	ne repair parts and labor contract	for maintenance and inspecti	on on	helic	copters.			
Expected Impact: N/A								
Alternative Options: N/A								
Alignment with Goal(s):								
X Justice and Safety		Presented to Commission	oners	Court				
•								
_ Economic Opportunity		May 16, 202	3					
_ Housing		,,						
_ Public Health								
_ Transportation		Approve: G/ E						
_ Flooding								
_ Environment								
_ Governance and Custome	er Service							

Prior Court Action (if any):

Date	Agenda Item#	Action Taken
8/10/2021	367	Award
8/2/2022	187	Renewal No. 1

Location:

Address (if applicable): Precinct(s): Choose an item.

Fiscal and Personnel Summary			
Service Name			
·	FY 23	FY 24	Next 3 FYs
Incremental Expenditures (do NOT w	rite values in tho	ousands or millions	s)
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$	\$	\$
Total Incremental Expenditures	\$	\$	\$
Funding Sources (do NOT write value	s in thousands o	r millions)	-
Existing Budget			
1000 - General Fund	\$425,200	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Current Budget	\$425,200	\$	\$
Additional Budget Requested			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Additional Budget Requested	\$	\$	\$
Total Funding Sources	\$425,200	\$	\$
Personnel (Fill out section only if reques	ting new PCNs)		
Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
Total Personnel	-	-	-

Anticipated Court Date: 5/16/2023

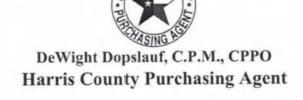
Anticipated Implementation Date (if different from Court date):

Emergency/Disaster Recovery Note: Not an emergency, disaster, or COVID-19 related item

Contact(s) name, title, department: Michael Lanham, Director of Finance, Sheriff's Office; Margaret Obot,

Senior Buyer, Purchasing

Attachments (if applicable): Letter



April 17, 2023

Audrey Costa RAMS Aviation Company, Inc. 8042 Clark Rd. Plantersville, TX 77363 audrey@ramstx.com

RE: Job No. 21/0142 Repair Parts, Labor and Related Items to Maintenance and/or Inspect Bell Helicopter and Airbus Helicopter for the Harris County Sheriff's Office

Dear Ms. Costa:

The referenced contract expires July 31, 2023. If your company agrees to renew this contract under the same terms and conditions as the awarded contract, with **no increase** in pricing, please notify the Purchasing Department in writing by May 9, 2023. You may respond by email to: Margaret.Obot@pur.hctx.net. Renewal is subject to 1) using departments' approval, 2) Tax Office review of any taxes owed to Harris County, and 3) approval by Commissioners Court.

In addition, if you wish to renew, please provide 1) an updated certificate of insurance with Harris County listed as additional insured, and 2) Form 1295 (Certificate of Interested Parties) using https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm as reference.

And lastly, in accordance with the terms of the contract, completion of the attached usage report to indicate the quantities of each line item purchased during the time period August 1, 2022 through April 1, 2023 is requested. The usage report is also due by May 9, 2023.

Please contact me if you have any questions at margaret.obot@pur.hctx.net

Sincerely,

Margaret Obot Senior Buyer

MO	
Attachme	n

RAMS Aviation Company, Inc. agrees to renew the contract under the same terms and conditions as the awarded contract, with no increase in pricing for the term August 1, 2023 through July 31, 2024.

Signature for Renewal

Date

4-10-2023

Job No. 210142- Repair Parts, Labor and Related Items to Maintenance and/or Inspect Bell Helicopters and Airbus Helicopters for the Harris County Sheriff's Office

Please complete the usage report below for the time period of August 1, 2022 through April 1, 2023

				RAMS Aviation Company, Inc.			
Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	8 Month Qty	8 Month Spend	Annualized Spend
1	Labor - Repair and Maintenance (exclusive of materials)	hr	100	\$110.00	775.50	\$85,305.00	\$127,957.50
2	Estimated parts usage - dealer cost (Bell)	cost+	50,000	115%	28270.34	\$32,510.89	\$48,766.34
3	Estimated parts usage - dealer cost (Airbus)		50,000	115%	61933.51	\$71,223.54	\$106,835.30
	Grand Total				\$283,559.14		
				•			



August 02, 2021

Commissioners Court Harris County, Texas

RE: Job No. 210142

Members of Commissioners Court:

Please approve the following award on the basis of lowest complete bid:

Description: Repair Parts, Labor and Related Items to Maintenance and/or Inspect Bell

Helicopters and Airbus Helicopters for the Harris County Sheriff's Office

Bid(s) Received: Three (3) on June 14, 2021 (see attached)

Vendor(s): RAMS Aviation Company, Inc.

Term: August 10, 2021 - July 31, 2022 with four (4) one-year renewal options

Amount: \$126,000

Evaluated By: • Harris County Purchasing • Sheriff's Office

Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf Purchasing Agent

Dehlsto Popul

JW

Attachment(s) cc: Vendor(s)

				DFC, Inc. d/b/a Advanced Helicopter Services			RAMS Aviation Company, Inc. 1,2			Helicopter Services, Inc. 2			
Item No.	Description	Unit of Measure	Estimated Quantity		Unit Price		Total Price	Unit Price	!	Total Price	Unit Price	Т	otal Price
1	Labor - Repair and Maintenance (exclusive of materials)	hr	100	\$	135.00	\$	13,500.00	\$ 110.00	\$	11,000.00	\$ 115.00	S	11,500.00
2	Estimated parts usage - dealer cost (Bell)	cost+	50,000		NO BID		NO BID	115%	S	57,500.00	20%	S	62,500.00
3	Estimated parts usage - dealer cost (Airbus)	cost+	50,000		112%	\$	56,000.00	115%	\$	57,500.00	20%	S	62,500.00
	Grand Total			•		\$	69,500.00	· '	\$	126,000.00		Ś	136,500.00
	Award Recommendation Lowest Complete Bid							:	-	· 	•		
	² Corrected Total												

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties.			OFFICE USE				
	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	CI	CERTIFICATION OF FILIN Certificate Number:					
1	Name of business entity filing form, and the city, state and count of business.	ss entity filing form, and the city, state and country of the business entity's place						
	RAMS Aviation Company Inc							
_	PLANTERSVILLE, TX United States	a a a untura at fau volai ala tha fa una i		te Filed: /28/2023				
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form i	s loo/	00/28/2023				
	Fort Bend County			Date Acknowledged: 07/11/2023				
3	Provide the identification number used by the governmental enti description of the services, goods, or other property to be provided.		dentify the	contract, and prov	∕ide a			
	34234	ieu unuer the contract.						
	23-SO-100562							
				Nature of	f interest			
4	Name of Interested Party	City, State, Country (place o	f business)	1				
				Controlling	Intermediary			
5	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION							
	My name is	date of birth	of birth is					
	Moradharasta							
	My address is(street)	(city)	, (state)	(zip code)	(country)			
	I declare under penalty of perjury that the foregoing is true and correc	t.						
	Executed inCounty	y, State of,	on the		, 20			
				(month)	(year)			
		Signature of authorized agent		ing business entity				