

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

RAMS AVIATION COMPANY, INC. MAINTENANCE AGREEMENT

THIS AGREEMENT (“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. 21/0142 attached hereto as Exhibit “A” and incorporated fully herein by reference.
2. **Term.** The Parties agree that this Agreement is effective on August 1, 2024 and shall terminate on September 30, 2025 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

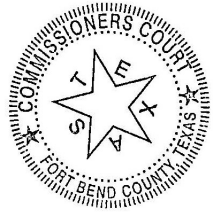
KP George
KP George, Fort Bend County Judge

RAMS AVIATION COMPANY, INC.

Jonathan L Rankin
Name: JONATHAN L RANKIN
Title: PRESIDENT

August 13, 2024
Date

31 JULY, 2024
Date



ATTEST:

Laura Richard
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
Robert Ed Sturdivant, County Auditor

Exhibit A



Harris County, Texas

1001 Preston St., 1st Floor
Houston, Texas 77002

Commissioners Court

Request for Court Action

File #: 24-4142

Agenda Date: 7/15/2024

Agenda #: 215.

Department: Purchasing

Department Head/Elected Official: DeWight Dopslauf

Regular or Supplemental RCA: Regular RCA

Type of Request: Contract - Renewal

Project ID (if applicable): 210142

Vendor/Entity Legal Name (if applicable): RAMS Aviation Company, Inc.

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MWDBE Contracted Goal (if applicable): 0%

MWDBE Current Participation (if applicable): N/A

Justification for 0% MWDBE Participation Goal: 0% - Minimal MWDBE Availability

Request Summary (Agenda Caption):

Request for approval of a renewal option with RAMS Aviation Company, Inc. for repair parts, labor and related items to maintenance and/or inspect bell helicopters and airbus helicopters for the Sheriff's Office for the period of August 1, 2024 - July 31, 2025 at a cost of \$425,200 (210142), Justification for 0% MWDBE Participation Goal: 0% - Minimal MWDBE Availability.

Background and Discussion:

Third renewal option with RAMS Aviation Company, Inc. for Repair parts, Labor and Related Items to maintenance and/or Inspect Bell Helicopters and Airbus Helicopters for the Sheriff's Office.

Expected Impact:

N/A

Alternative Options:

N/A

Alignment with Goal(s):

- Justice and Safety
- Economic Opportunity
- Housing
- Public Health
- Transportation
- Flooding
- Environment
- Governance and Customer Service

Presented to Commissioners Court

July 15, 2024

Approve: G/E

Prior Court Action (if any):

Date	Agenda Item #	Action Taken
08/10/2021	367	Award
08/02/2022	187	Renewal No.1

Location:

Address (if applicable):

Precinct(s): Choose an item.

Fiscal and Personnel Summary				
Service Name	Current Fiscal Year Cost			Annual Fiscal Cost
	Labor	Non-Labor	Total	Recurring Expense
Funding Sources				
Existing Budget				
Choose an item.	\$	\$	\$425,200	\$
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Total Current Budget	\$	\$	\$425,200	\$
Additional Budget Request (Requires Fiscal Review Request Form)				
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Total Additional Budget Request	\$	\$	\$	\$
Total Funding Request	\$	\$	\$425,200	\$
Personnel (Fill out section only if requesting new PCNs)				
Current Position Count for Service	-	-	-	-
Additional Positions Request	-	-	-	-
Total Personnel	-	-	-	-

Anticipated Court Date: July 15, 2024

Anticipated Implementation Date (if different from Court date): N/A

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

Contact(s) name, title, department: Kandy Buntyn, Sheriff's Office; Brittani Bell, Sr. Buyer, Purchasing

Attachments (if applicable): Letter



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

July 02, 2024

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: 08/01/2024 - 07/31/2025

Renewal Options: 3 of 4

Amount: \$425,200

Bond(s): No

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

Sincerely,

DeWight Dopslauf
Purchasing Agent

BCB
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JULY 15, 2024



CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1194973

Date Filed:
07/31/2024

Date Acknowledged:
08/13/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RAMS Aviation Company Inc
PLANTERSVILLE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23-so-100562-A1
RAMS Aviation Helicopter maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)