

INTERLOCAL AGREEMENT
(Access to Security Camera Video Feed)

1. PARTIES

- 1.1 This Agreement (the "Agreement") is entered into _____, 2025, by and between the **First Colony Management District** (the "District"), acting by and through its Board of Directors, and the **City of Sugar Land, Texas** (the "City"), acting by and through its City Council, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code Ann.

2. RECITALS

- 2.1 The District owns and operates a security camera system and monitoring center. The City has requested that the District grant permission to the City to have access to the video feed from the District's security cameras and occasional use of the monitoring center to monitor sting operations and other police activities. The District and the City agree that there is a mutual benefit for the District to grant the City the requested access, as it may enhance the level of security in the District and the City. While the District's use of its security camera system and monitoring center is primary, the District wants to cooperate and coordinate with the City in granting its request.

3. TERM OF AGREEMENT

- 3.1 This Agreement is effective on the latest date of the dates this Agreement is executed by both parties (the "Effective Date"). The term of this Agreement is one (1) year from the Effective Date, and the Agreement shall automatically renew for like one-year terms unless terminated sooner in accordance with Section 6 below.

4. CITY'S RIGHTS AND OBLIGATIONS

- 4.1 In accessing the video feed from the District's security cameras, the City agrees that it will not in any way effect any changes to the District's cameras or equipment.
- 4.2 The City agrees that this Agreement is only for the benefit of the parties hereto, and there are not and shall not be any third-party beneficiaries to this Agreement. The City agrees

that its access to the video feed will be available only to (1) on-duty City police officers, (2) Public Safety Dispatch personnel, and (3) trained CAST volunteers, and that such video feed shall not be broadcast or recorded (item nos. (1) – (3) collectively known as the “City Users”). However, if the City determines that it requires a recording of any portion of the video feed, the City shall make a request to the District during normal business hours. City Users are prohibited from using or disseminating information acquired from the security cameras, except for official purposes. All information or observations made in the use of security cameras is considered confidential and can only be used for official law enforcement purposes.

- 4.3 The City agrees that it will make the City Users aware of these requirements and that it will enforce compliance with these requirements by the City Users.
- 4.4 The City agrees that it shall bear its costs, if any, of accessing the video feed. Furthermore, the City shall be responsible for maintaining the City’s access equipment at the City’s sole cost.
- 4.5 The City agrees that its equipment to access the video feed shall not in any way interfere with the District’s equipment or the District’s use of the security camera system. If the District determines that the City’s equipment is interfering with the District’s equipment or use of the system, the District has the right to (1) require the City to remove its equipment within ten (10) days, or (2) remove the equipment and back charge the City for the District’s costs of removal.
- 4.6 The City acknowledges that it will not disclose to the public the locations of the District’s cameras or equipment. The City shall install its access equipment only at locations that are approved by the District’s general manager.
- 4.7 If the City determines that it needs access to the District’s monitoring center for sting operations or other police activities, such access shall be scheduled through the District in advance. The District agrees to cooperate with such scheduling; provided, however, that the District’s right to use its own system is superior to the City’s right of access.
- 4.8 In its access to and use of the video feed, the City agrees to comply with all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

5. DISTRICT’S RIGHTS AND OBLIGATIONS

- 5.1 The District understands that the City is not obligated to monitor and will not continuously monitor the video feed from the security cameras. Further, the City will determine when and if it will access the video feed in its sole discretion.
- 5.2 The District, in granting the City access to the video feed, in no way guarantees the availability, time of video retention, quality or continuity of such video feed, and the

District, in its sole discretion, may determine when any repairs will be made to the District's cameras or equipment.

- 5.3 The District will allow the City to install its access equipment at locations that are approved by the District's general manager.

6. TERMINATION AND DEFAULT

- 6.1 Either party may terminate this Agreement, with or without cause, by giving the other party at least thirty (30) days advance written notice, specifying therein the effective date of such termination.

7. NOTICE

- 7.1 Any notice permitted or required to be given to a party hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

To the City: City of Sugar Land City Hall
2700 Town Center Boulevard
Sugar Land, Texas 77479
Attn: City Manager

To the District: First Colony Management District
245 Commerce Green, Suite 160
Sugar Land TX 77478
Attn: Ms. Wende Lewis-Buckley, General Manager

Notice shall be deemed given upon deposit of the notice in the United States Mail as aforesaid.

- 7.2 Either party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

8. MISCELLANEOUS

- 8.1 The terms and provisions of this Agreement constitute the entire agreement between the City and the District, and no modification of this Agreement is effective unless in writing and executed by the parties.

- 8.2 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
- 8.3 Notwithstanding any other provisions of this Agreement, payments required under this, if any, Agreement to the District are payable from current revenues available to the City.

CITY OF SUGAR LAND, TEXAS

By: _____
Mike Goodrum, City Manager

Date Signed: _____

Reviewed for Legal Compliance:

FIRST COLONY MANAGEMENT DISTRICT

By:  _____
Don Janssen
Chairman

Date Signed: 1/9/25