

RESOLUTION NO. R-3902

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN AGREEMENT FOR LAW ENFORCEMENT AND FIRE MARSHAL SERVICES, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND FORT BEND EPICENTER SPORTS FACILITIES MANAGEMENT, LLC (FBE SFM, LLC), FOR EVENTS HELD AT THE EPICENTER EVENT AND CONVENTION CENTER, WHEN DEEMED NECESSARY FOR PUBLIC SAFETY.

\* \* \* \* \*

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Council of the City of Rosenberg hereby authorizes the Mayor to execute an Agreement for Law Enforcement and Fire Marshal services with Fort Bend EpiCenter Sports Facilities Management, LLC (FBE SFM, LLC), for events held at the EpiCenter Event and Convention Center.


Section 2. A copy of said Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 17 day of June 2025.

ATTEST:

APPROVED:

  
Danyel Swint, TRMC, CITY SECRETARY

  
William Benton, MAYOR



**EPICENTER EVENTS LAW ENFORCEMENT AND  
FIRE MARSHAL SERVICES AGREEMENT**

THIS EPICENTER EVENTS LAW ENFORCEMENT AND FIRE MARSHAL SERVICES AGREEMENT (hereafter "Agreement") is entered into this 17 day of June, 2025, between the City of Rosenberg, Texas, Rosenberg Police Department and Rosenberg Fire Marshal (hereafter "City" or "ROSENBERG") and FBE SFM, LLC, acting as the duly authorized Management Services Provider to the Asset Manager, Stonehenge Holdings Asset Management, LLC on behalf of Fort Bend County, Texas, a body politic and political subdivision of the State of Texas, and collectively referred to as the "Parties".

W I T N E S S E T H :

WHEREAS, the City of Rosenberg is home to the newly constructed EpiCenter Event and Convention Center, (hereafter "Center"); owned by Fort Bend County, and managed by Stonehenge Holdings Asset Management, LLC ("Stonehenge") and Sports Facilities Management, LLC as set out in the Asset Management Agreement executed by Fort Bend County and Stonehenge on or about July 26, 2022; and

WHEREAS, FBE has the primary responsibility for the provision of security at the Center, as a component of its contractual responsibilities in facility and event management, and has implemented policies for security and crowd control for which it is solely responsible for; and

WHEREAS, it is anticipated that numerous family-friendly venue events may be held at and around the Center each year and the Center has a maximum capacity of approximately 10,000 people; and

WHEREAS, FBE has agreed that ROSENBERG is responsible for the provision of law enforcement officers necessary for events on the exterior of the Center, and the management and control of traffic on the public streets leading to and surrounding the Center, and FBE shall reimburse ROSENBERG for the provision of law enforcement services and Fire Marshal crowd control management Services in order to provide the necessary law enforcement services and crowd control management needed at the Center events; and

WHEREAS, F B E has agreed that ROSENBERG is responsible for the provision of Fire Marshal services to oversee the FBE Crowd Managers for all events at the Center with five thousand (5,000) or more attendees and FBE shall reimburse ROSENBERG for the provision of Fire Marshal oversight of crowd management necessary at Center events; and

In consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**I.**  
**Purpose of Agreement**

The purpose of this Agreement is to establish the terms, conditions, and processes by which the City of Rosenberg shall assist with events at the Center by providing necessary law enforcement services and Fire Marshal crowd control management for FBE the manager of the Center.

**II.**  
**Definitions**

The following terms shall have the following meanings when used in this Agreement: "Law Enforcement Officer" means any commissioned peace officer as defined under the Texas Code of Criminal Procedure. "Chief Law Enforcement Officer" means the Rosenberg Police Department Chief of Police or his designee. "Fire Marshal" shall mean the Rosenberg Fire Marshal or his/her designee.

**III.**  
**Term**

This Agreement shall first become effective upon the date executed and approved by the City of Rosenberg and remain in effect for a period of one (1) year and shall only be renewed by the parties entering a new written agreement. The Parties agree that as the facility is newly constructed there may be need for amendments to this agreement and the parties will cooperate in any discussion necessary and all amendments will be in writing. Renewal of the agreement is anticipated, and the parties agree to cooperate in the approval and execution of all written agreements in the future.

**IV.**  
**Cooperation Between Parties**

The Parties agree to cooperate and communicate in advance of scheduled events at the Center both verbally and in writing. FBE agrees to provide sixty (60) days' notice of events and communicate the type of event, the anticipated attendance, and any additional information necessary to enable the Chief Law Enforcement Officer adequate time to arrange for law enforcement officers to provide traffic control for the event.

FBE agrees to notify both the Chief Law Enforcement Officer and the Fire Marshal as soon as it ascertains the attendance at a scheduled event will exceed five thousand (5,000) attendees. This notice shall not be provided less than fourteen (14) days prior to a scheduled event.

**V.**  
**Operational Control**

FBE is solely responsible for all security necessary for all events at the Center. This includes entry to the Center, door security, and all necessary security required for all scheduled activities and events held within the Center or scheduled events in the parking lot surrounding the Center. All necessary communications both prior to Center events and during scheduled events between law enforcement officers and the Fire Marshal crowd control managers shall originate with either the Chief Law Enforcement Officer or Fire Marshal. All law enforcement and Fire Marshal officers and personnel shall only report to the Chief Law Enforcement Officer or Fire Marshal. All communications originating from the City shall come from either the Chief Law Enforcement Officer or the Fire Marshal.

**VI.**

### **Law Enforcement Services and Fire Marshal Crowd Control Management**

In addition to all security provided by FBE the parties agree that the City of Rosenberg shall provide city services that consist of adequate and appropriate law enforcement services to aid in safety, and traffic control on all public rights of way leading to and surrounding the Center. The parties further agree that these services are necessary for all events held at the Center, however, the Chief Law Enforcement officer has the authority to determine the amount of security, number of peace officers and may determine that events do not warrant such services due to a nominal number of attendees at a Center event. The parties additionally agree for all events with five thousand (5,000) or more attendees or for events that may consist of events with special hazards (such hazards to be determined by the Fire Marshal and City) in accordance with the City of Rosenberg city ordinances the required crowd managers will be provided by FBE. Additionally, the Fire Marshal shall provide Fire Marshal personnel to oversee and manage the crowd managers to ensure fire safety procedures, protocol and functions are properly in place and practiced. The parties agree to cooperate and FBE will share all security plans and protocols with the City of Rosenberg prior to the opening of the Center and at any time such procedures and policies are modified, amended or updated.

### **VII.**

#### **Right to Reimbursement for City Services**

FBE agrees to reimburse the City for all City of Rosenberg law enforcement services and Fire Marshal crowd control management services provided for all events. The amount of reimbursement shall consist of sixty-five and 00/100 dollars (\$65.00) per hour for both law enforcement and Fire Marshal crowd control management and oversight. The Parties agree that the City of Rosenberg shall be responsible for payment of all wages and any agreed upon benefits to law enforcement officers and the Fire Marshal and their designated employees.

### **VIII.**

#### **Liability**

Nothing herein shall be construed to expand or enlarge the legal liability of a party to this Agreement for any alleged acts or omissions of any law enforcement officer or Fire Marshal or Fire Marshal employee beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a party hereunder or against an officer or employee of a party hereunder. Nothing herein adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or any other law.

### **IX.**

#### **Indemnity**

TO THE EXTENT ALLOWABLE UNDER TEXAS LAW, CENTER AND FBE (INDEMNITOR) WILL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR AND AGAINST ANY AND ALL SUITS ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, ACTIONS, LOSSES, DAMAGES, INJURIES, (INCLUDING DEATH), COSTS, EXPENSES, AND ATTORNEY FEES, OF EVERY KIND AND NATURE (WHETHER BASED UPON TORT, BREACH OF CONTRACT, FAILURE TO OBTAIN WORKER'S COMPENSATION INSURANCE, OR OTHERWISE) INCLUDING BUT NOT LIMITED TO, ATTORNEYS FEES, COURT COSTS AND LEGAL EXPENSES, ARISING OUT OF, ON ACCOUNT OF OR RESULTING FROM (1) ANY ACTUAL OR ALLEGED INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF INDEMNITOR, (2) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, ITS

OBLIGATIONS PURSUANT TO THIS AGREEMENT BY INDEMNITOR, (3) INDEMNITOR'S INVOLVEMENT IN THE SPECIFIED SERVICES UNDER THIS AGREEMENT, (4) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF INDEMNITOR IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREIN; (5) ANY TERMS OR CONDITIONS OR PROVISIONS OR UNDERLYING PROVISIONS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY PREMISES OR SPECIAL DEFECT KNOWN OR UNKNOWN TO INDEMNITEES, AND ANY INJURY TO INDIVIDUALS PRESENT DURING INDEMNITOR'S INVOLVEMENT UNDER THE TERMS AND CONDITIONS OF THE SERVICES AND THIS AGREEMENT, INCLUDING WILLFUL ACTS SUCH AS ASSAULT; (6) BODILY INJURY OR ILLNESS, SICKNESS OR DISEASE OR DEATH, WHETHER KNOWN OR UNKNOWN, INCLUDING BUT NOT LIMITED TO EXPOSURE TO ANY DISEASE BY ANY MANNER OR METHOD WHATSOEVER; OR (7) ANY COMBINATION OF (1), (2), (3), (4), (5) AND (6). INDEMNITOR FURTHER AGREES TO DEFEND (AT THE ELECTION OF INDEMNITEES) AT ITS SOLE COST AND EXPENSE AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER. THE INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR INDEMNITOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. APPROVAL AND ACCEPTANCE OF ACTS OF INDEMNITOR UNDER THIS AGREEMENT BY INDEMNITEES SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF INDEMNITOR FOR THEIR OBLIGATIONS UNDER THIS AGREEMENT; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE INDEMNITEES FOR ANY DEFECT, ERROR OR OMISSION IN THE OBLIGATIONS PERFORMED BY INDEMNITOR IN THIS REGARD. INDEMNITOR SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE INDEMNITEES FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS, OR OMISSIONS.

#### **X.**

##### **Immunity Not Waived**

Each party hereto expressly does not waive any immunity or other defenses to any civil claims by the execution of this Agreement. It is understood and agreed that, by executing this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense which otherwise is available in claims arising out of or in connection with, any activity conducted pursuant to this Agreement.

#### **XI.**

##### **Arrest Authority Outside Primary Jurisdiction**

Law enforcement officers employed by the City who perform activities pursuant to this Agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this Agreement. The law enforcement officers employed by the City shall have such law enforcement authority in the jurisdictional area of the City as is reasonable and necessary to accomplish the purposes of this Agreement.

**XII.**  
**Termination**

Provided the City has not previously obligated services to FBE for a scheduled event at the Center either party may terminate its participation or rights and obligations by providing ninety (90) days written notice.

**XIII.**  
**City Ordinances**

The parties to this Agreement hereto expressly understand and agree that this Agreement does not in any way modify or restrict the City ordinances, policies and procedures, and the Rosenberg Police Department and Fire Marshal policies, procedures or guidelines. The parties expressly understand and agree that any event at the Center that is a mass gathering as defined by the Code of Ordinances of the City of Rosenberg, Chapter 24 Streets, Sidewalks and Other Public Places, Article V Special Events and Mass Gatherings shall require FBE to adhere to all requirements, including permitting, of Chapter 24, Article V, as amended.

**XIV.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the other party involved. Forbearance by a party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**XV.**  
**Venue**

Each party to this Agreement agrees that if legal action is brought under this Agreement, the venue shall lie in Fort Bend County, Texas. The parties hereby stipulate and agree that this Agreement is to be construed and applied under Texas law.

**XVI.**  
**Entire Agreement**

This Agreement embodies the complete agreement of the parties, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

**XVII.**  
**Severability**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.



**XVIII.**

**Successors and Assigns**

The parties each bind themselves, their successors, executors, administrators and assigns to the other parties. The parties shall not assign, or transfer their interest in this Agreement without the written consent of the other party.

**XIX.**

**Applicable Law**

The parties shall observe and comply with all applicable Federal, State and Local laws, rules, City ordinances and regulations that affect the provision of services and terms set forth in this Agreement.

**XX.**

**Time is of the Essence**

The parties agree that all obligations set forth in this Agreement shall be performed timely and that time is of the essence for performance, and otherwise such failure shall be deemed a material default.

**XXI.**

**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by any party in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XXII.**

**No Third-Party Beneficiary**

For purposes of this Agreement, including its intended operation and effect, the parties hereto specifically agree and contract that: (1) the Agreement only affects matters between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with any of the parties hereto; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to any of the parties.

**XXIII.**

**Headings**

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXIV.**

**Notice**

Any notice given shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested at the address of the respective Parties indicated below:

Chief Jonathan White  
City of Rosenberg, Texas  
Rosenberg Police Department  
2120 4<sup>th</sup> Street  
Rosenberg, Texas 77471  
[jowhite@rosenbergtx.gov](mailto:jowhite@rosenbergtx.gov)  
(832)595-3713

Curtis Campbell, Fire Marshal  
City of Rosenberg, Texas  
4336 Hwy. 36 S.  
Rosenberg, Texas 77471  
[ccampbell@rosenbergtx.gov](mailto:ccampbell@rosenbergtx.gov)  
(832)595-3609

FBE:  
Fort Bend County  
401 Jackson St.,  
Richmond, TX 77469  
Attn: County Judge  
Telephone: 281-341-8608  
Facsimile: 281-341-8609  
Email: [FBC.Judge@fortbendcountytexas.gov](mailto:FBC.Judge@fortbendcountytexas.gov)

Fort Bend County Facilities Management & Planning  
301 Jackson St., Suite 301  
Richmond, TX 77469  
Attn: Director  
Telephone: 281-238-3097  
Facsimile: 281-633-7022  
Email: [James.Knight@fortbendcountytexas.gov](mailto:James.Knight@fortbendcountytexas.gov)

With a Copy to:  
Asset Manager:  
Stonehenge Holdings Asset Management LLC  
1600 Highway 6 South, Suite 245  
Sugar Land, Texas 77478  
Attn: Kevin Matocha  
Telephone: 713-491-4840  
Email: [kevin@stonehengeco.net](mailto:kevin@stonehengeco.net)

and to:

FBE SFM, LLC  
17755 US Hwy 19 N, #300  
Clearwater, FL 33764

Address for notice may be changed at any time by delivering written notice of change to the other Parties in accordance with the notice requirements of this section.



**XXV.**

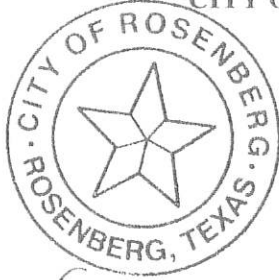
**Authorization and Execution**

Each party certifies to the other that the undersigned officer or agent which signs this Agreement on its behalf is properly authorized to execute this Agreement on behalf of that party, and each party hereby certifies to the other that any necessary resolutions or actions extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year as reflected in this Agreement.

**REST OF THIS PAGE LEFT INTENTIONALLY BLANK  
SIGNATURE PAGE IMMEDIATELY FOLLOWING**

CITY OF ROSENBERG, TEXAS



BY: William Benton  
Mayor, William Benton  
Date: June 17, 2025

ATTEST:

Danyel Swint  
Danyel Swint, TRMC, City Secretary

APPROVED AS TO FORM  
City Attorney

BY: J. Grady Randle  
J. Grady Randle

Shaelyn Mayhugh  
FBE SFM, LLC acting as the duly authorized Management Services Provider to the Asset  
Manager, Stonehenge Holdings Asset Management, LLC on behalf of Fort Bend County, Texas

Date: June 20, 2025