

RESOLUTION NO. 77-25

A RESOLUTION OF THE CITY OF STAFFORD, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH FORT BEND COUNTY FOR FIRE PROTECTION SERVICES IN THE SURROUNDING UNINCORPORATED AREAS AND AUTHORIZING THE MAYOR TO EXECUTE.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

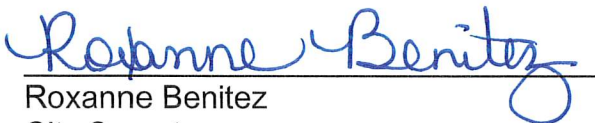
Section 1. The City Council hereby approves the Mayor to execute an Interlocal Agreement with Fort Bend County for fire protection services in the surrounding unincorporated areas of Fort Bend County in accordance with the terms and conditions in Exhibit A attached hereto and incorporated herein for all purposes.

PASSED, APPROVED, AND RESOLVED this the 19th day of November, 2025.



Ken Mathew
Mayor

ATTEST:



Roxanne Benitez
City Secretary

EXHIBIT A

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND CITY OF STAFFORD
FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY**

THIS INTERLOCAL Agreement for Fire Protection Services ("Agreement") is entered into by and between **Fort Bend County, Texas**, a body corporate and politic acting herein by and through its Commissioners Court, on behalf of the Fort Bend County Fire Marshal ("County") and the **City of Stafford** by and through City Council ("CITY"), hereinafter referred to collectively as the "Parties."

WHEREAS, the County and the CITY desire to further promote public safety, health and welfare, and to protect the public interest by having the CITY provide fire protection services to the unincorporated areas in Fort Bend County, Texas; and

WHEREAS, this Agreement is entered into pursuant to Chapter 791, of the Texas Government Code (the "Interlocal Cooperation Act"), which allows the contracting parties to enter into inter-local agreements for the joint performance of governmental and administrative functions that each is authorized to perform independently, such as fire services; and

WHEREAS, the Parties to this Agreement each find that the amount paid for the services performed under this Agreement, if any, fairly compensates the performing party, and

WHEREAS, the Parties, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, it is mutually agreed by the Parties hereto to enter into this Interlocal Agreement upon the following terms:

SECTION ONE
TERM

- 1.1 The Agreement is for a ten (10) year term, beginning October 1, 2025 and continuing through September 30, 2035, unless terminated sooner in accordance with the terms of this Agreement.
- 1.2 This Agreement shall automatically renew for additional one-year terms, beginning each October 1, until September 30, 2035, unless terminated sooner in accordance with the terms of this Agreement.

- 1.3 Renewals will be on the same terms and conditions set forth herein, except for the rate of compensation which is subject to annual review and recalculation by County.
- 1.4 Either party may terminate this Agreement, with or without cause, by giving at least thirty (30) days written notice to the other party.

SECTION TWO
FIRE CALLS IN UNINCORPORATED FORT BEND COUNTY

- 2.1 During the term of this agreement, the CITY agrees to furnish fire protection, firefighting, and assistance in emergency medical services to the unincorporated surrounding areas in Fort Bend County.
- 2.2 It is hereby agreed and understood that the fire protection, firefighting and assistance in emergency medical services to be furnished by the CITY under this agreement shall include, but not be limited to, the following: Answering all calls for help and assistance in extinguishing fires in the area designated in this Agreement; furnishing firefighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing firefighting personnel, equipment and supplies to protect persons and property which are endangered by fires; provided that the above described personnel, equipment and supplies are not otherwise engaged in firefighting.
- 2.3 As compensation for services rendered, County agrees to Pay City one lump sum payment up to \$1,300,000.00 for the purchase of a pumper truck. As provided in Sections 1.1 and 1.2 above, the parties agree to re-evaluate this arrangement in the year 2035.
- 2.4 The CITY shall observe and comply with all Federal, State, County and CITY laws, rules, ordinances and regulations in any manner affecting the conduct of the services herein provided and performance of all obligations undertaken by this agreement. Specifically, the performance of this agreement shall comply with any and all requirements of the Americans with Disabilities Act of 1990, 42 USC.
- 2.5 It is expressly understood that the County has funds specifically allocated to fully discharge its obligation under this agreement. To the extent required by law, County agrees that the act of a person who, in carrying out County's authority to provide fire protection, furnishes fire protection to a county resident who lives outside the municipalities in the county, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the county. Additionally, County agrees that CITY is not liable for the act of its employee in fighting fires outside the municipality under this contract.
- 2.6 The City will utilize the Additional Compensation provided by this Agreement to procure software concerning dispatch services. Any software procured pursuant to this Agreement must have functionality to allow the City to track and direct assets providing services under the Agreement.

- 2.7 It is further agreed that in the performance of all obligations undertaken by this agreement, the CITY has the right to supervise, manage, control and direct the performance of fire protection, firefighting, and assistance of emergency medical services. However, the County Fire Marshal shall maintain and coordinate the work of the various firefighting and fire prevention units in the unincorporated area of the county per incident.
- 2.8 The CITY agrees to utilize the County's online reporting system to document all service provided under this Agreement. County reserves the right to perform an audit of all books and records of CITY as they may relate to the performance of this Agreement at any time. CITY shall maintain accurate records at all times. Upon ten days' notice, CITY shall provide County reasonable access to City's records to verify conformance to the terms of this Agreement.

SECTION THREE
INDEMNIFICATION

- 3.1 To the extent permitted by law and except where otherwise noted herein, the CITY agrees to save and hold the County harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the CITY performed under this Agreement.
- 3.2 To the extent permitted by law, the County agrees to save and hold the CITY harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the County performed under this Agreement.

SECTION FOUR
LIABILITY

Neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution and laws of the State of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein.

SECTION FIVE
PAYMENTS FROM CURRENT REVENUES

All payments by a party for the performance of governmental functions or services must be made from current revenues available to such party.

SECTION SIX

FAIR COMPENSATION

All payments made by one party to the other party for the performance of governmental functions or services is in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

SECTION SEVEN SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it will not affect, impair, or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION EIGHT ENTIRE AGREEMENT; REQUIREMENT OF WRITING

- 8.1 It is understood and agreed that the entire Agreement of the parties is contained herein, and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.
- 8.2 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties.
- 8.3 No party hereto may make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party hereto.

SECTION NINE APPLICABLE LAW

- 9.1 It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas, except with regard to choice of law provisions.
- 9.2 Venue for the litigation of any dispute arising out of this Agreement shall be in Fort Bend County, Texas, and in no other location.

SECTION TEN COMPLIANCE WITH LAWS AND REGULATIONS

Both parties will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the respective obligations of each party herein, including those now in effect and

hereafter adopted. Any violation of said statutes, ordinances, rules or regulations constitutes a material breach of this contract, and entitles either party to terminate this contract immediately upon delivery of written notice to the other party.

SECTION ELEVEN
NOTICES

- 11.1 All notices required or permitted hereunder must be in writing and will be deemed delivered on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address below or at such other address as the other party may have provided by notice to the sending party.
- 11.2 Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person as follows:

Notice to the CITY shall be sent to:

City of Stafford
Attn: Ken Matther, Mayor
2610 S. Main
Stafford, Texas 77477

Notice to the COUNTY shall be sent to:

Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

With a copy to:
Fort Bend County Fire Marshal
1521 Eugene Heimann Circle #114
Richmond, Texas 77469

- 11.3 The parties may change their respective addresses and each may specify as its address any other address by providing at least fifteen (15) days written notice to the other party.

SECTION TWELVE
MISCELLANEOUS

- 12.1 **Human Trafficking.** By execution of this Amendment, City acknowledges that the County is opposed to Human Trafficking and that no County funds will be used in support of services that violate human trafficking laws.

- 12.2 **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
- 12.3 **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Amendment shall prevail with regard to the conflict.
- 12.4 No assignment of this Interlocal 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.
- 12.5 The undersigned officer or agents of the Parties hereto are the properly authorized officials of the party represented and have the necessary authority to execute this Interlocal 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.

{EXECUTION PAGE FOLLOWS}

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SECTION THIRTEEN
EXECUTION

FORT BEND COUNTY, TEXAS

CITY OF STAFFORD, TEXAS

KP GEORGE, COUNTY JUDGE

Ken Mathew

KEN MATHEW, MAYOR

DATE

11/19/2025

DATE

ATTEST:

ATTEST:

LAURA RICHARD, COUNTY CLERK

Roxanne Benitez

ROXANNE BENITEZ, CITY SECRETARY

REVIEWED:

Jose Magana

JOSE MAGANA,
FIRE CHIEF – CITY OF STAFFORD, TEXAS

REVIEWED:

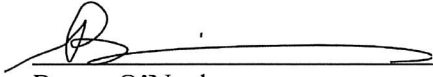
JUSTIN JUREK,
FORT BEND COUNTY FIRE MARSHAL

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to
accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

APPROVED AS TO FORM:



Byron O'Neal
Fort Bend County Attorney's Office
General Counsel Division

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of the County. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of the County. Our approval of this document was offered solely for the benefit of the County. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney.