

b. The City is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION V
SEVERABILITY

5.01 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 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 shall 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 of the other party.

SECTION VI
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

6.01 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. Any alteration, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION VII
**COMPLIANCE WITH LAWS AND REGULATIONS, VENUE,
AND OTHER MISCELLANEOUS PROVISIONS**

7.01 a. It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.

b. Both parties shall 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 shall constitute a material breach of this contract, and shall entitle either party to terminate this contract immediately upon delivery or written notice to the other party.

c. The City and County agree that venue for any suit arising out of this Agreement shall be exclusively vested in the State Courts of Fort Bend County, Texas.

d. This Agreement is for the benefit of City and the County only, and no provision of this Agreement shall be interpreted to convey or grant to any other person any benefits or rights.

SECTION VIII
TERM

8.01 It is expressly understood and agreed that this Agreement is will be effective from the date signed by the last party hereto through September 30, 2014, with **automatic one-year renewals**, unless terminated sooner by either party. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

**SECTION IX
NOTICES**

9.01 Notice to the **County** shall be sent to:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attention: County Judge

With copy to:

Fort Bend County EMS
Rosenberg, Texas 77471
4336 Highway 36
Attention: Daniel Kosler, Director

Notice to the **City** shall be sent to:

City of Stafford
2610 South Main Street
Stafford, Texas 77477

With copy to:

Stafford Fire Station No. 1
2710 South Main
Stafford, Texas 77477
Attention: Chief

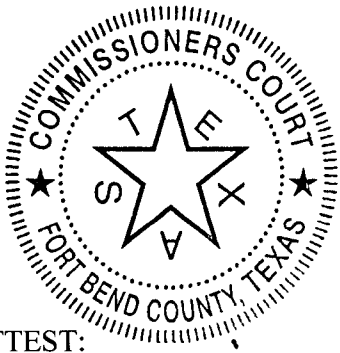
This agreement shall be effective on the date signed by the last party hereto.

Executed this 13 day of November, 2012.

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk



ATTEST:

Bonnie Beaumont
City Secretary

FORT BEND COUNTY, TEXAS

By:

Grady Prestage

Grady Prestage, Commissioner, Precinct 2
Presiding Officer of Commissioners Court November 13, 2012

**FORT BEND COUNTY EMERGENCY
MEDICAL SERVICES**

By:

Daniel Kosler

Daniel Kosler, Director

Date:

11/6/2012

CITY OF STAFFORD

By:

[Signature]

Mayor

Date:

September 21, 2012

STAFFORD FIRE DEPARTMENT

By:

[Signature]

Fire Chief

Date:

September 26, 2012

RESOLUTION NO. 30-12

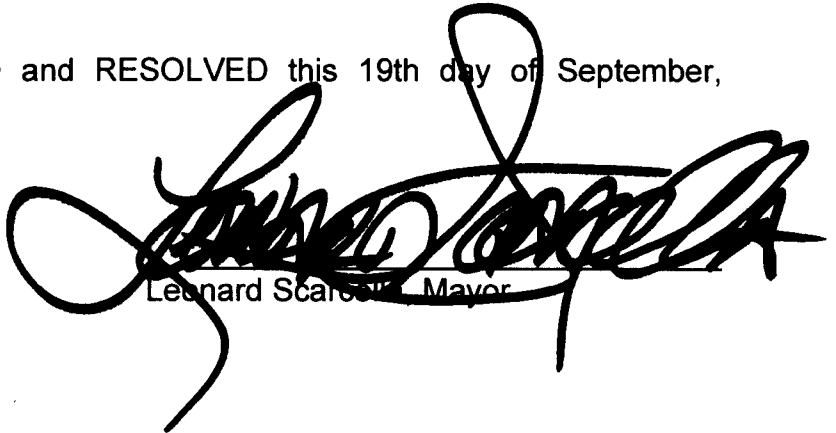
A RESOLUTION OF CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN FORT BEND COUNTY, TEXAS AND THE CITY OF STAFFORD, TEXAS RELATED TO THE HOUSING OF EMERGENCY MEDICAL SERVICES EQUIPMENT AND PERSONNEL AT CITY OF STAFFORD FIRE STATION NO. 1.

* * * * *

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

Section 1. That the Mayor is authorized to execute an Agreement by and between Fort Bend County and the City of Stafford related to the housing of emergency medical services equipment and personnel at City of Stafford Fire Station No. 1 in accordance the terms of the agreement attached hereto as Exhibit "A" and incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this 19th day of September, 2012.



Leonard Scarso, Mayor

ATTEST:



Bonnie Baiamonte, City Secretary