



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1.

4/23/2024

Lakes of Savannah Additional Law Enforcement Agreement

The Court approves an agreement for additional law enforcement services between Brazoria County and the Lakes of Savannah North Community Association. All costs associated with this agreement will be borne by Lakes of Savannah.

Further, the Court authorizes Constable James Brawner and County Judge L.M. "Matt" Sebesta, Jr. to sign a final Agreement and any other documents pertaining thereto upon final review by the District Attorney's Office.

4. Working Time. The usual or normal hours (including overtime) that a Contract Deputy Constable(s) is/are required by the Law Enforcement Official to work in any calendar month. In addition, working time includes ninety percent (90%) of the time the Contract Deputy Constable(s) is/are on vacation leave, is/are on sick leave, or receives workers' compensation benefits.

ARTICLE II. PURPOSE

The purpose of this Agreement is for the County to authorize (but not require) the Law Enforcement Official to provide additional law enforcement personnel to the designated Area under the terms and conditions herein contained. By signing this Agreement, the Law Enforcement Official agrees to provide the services referred to in Article IV under the terms and conditions of this agreement. This Agreement shall supersede any and all prior agreements between Association and County regarding the employment of Contract Deputy Constable(s).

ARTICLE III. TERM

The term of this Agreement shall be effective **May 1, 2024, at 12:00 AM** or the date signed by County, whichever is earlier, and expire on **December 31, 2024, at 11:59 PM**, or under the terms of this Agreement.

- A. It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, and specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated in this agreement.
- B. It is expressly understood and agreed to by the Parties that, upon expiration of the Initial Agreement Term, this Agreement shall automatically renew for an additional one (1) year term and renew thereafter on an annual basis, unless either Party provides written notice of nonrenewal at least thirty (30) days prior to the end of the then-current term. If either Party provides timely notice of its intent not to renew this Agreement, this Agreement shall terminate on the expiration of the then-current term, unless terminated earlier in accordance with the Agreement.
- C. It is expressly understood and agreed to by the parties that, notwithstanding the ability of either party to terminate this Agreement upon thirty (30) days written notice, this Agreement may be terminated by the County, with or without notice to the Association, at any time after the Association has defaulted in the payment of any obligation.
- D. It is expressly understood and agreed to by the parties that if the Association shall at any time be in default of any obligation of this agreement, the Association shall be liable to the County for any and all expenses incurred by the County as a result of such default, including, but not limited to, attorney's fees, costs of court and interest at the rate of one percent (1%) simple interest per month, on all past due amounts.
- E. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any money due for law enforcement services rendered. If the term of this Agreement is terminated at any time other than at the end of a contract month, the monthly installment payment for such month shall be prorated.

**ARTICLE IV CONTRACT
DEPUTY CONSTABLE(S)**

- A. The County, by and through the Law Enforcement Official's Office, agrees to provide the Association with **the number of Contract Deputy Constable(s) shown on Exhibit "A,"** to the Area who will devote at least 90% of working time related to the Association's geographical area subject to the provisions of Article V-C.
- B. The Contract Deputy Constable(s) shall perform his/her duties under this Agreement in full compliance with the appropriate Brazoria County policies and the policies and procedures of the Law Enforcement Official's Office.
- C. The Law Enforcement Official, or his representative, shall use reasonable efforts to notify the Association at least ten (10) days in advance of the vacation time to be taken by a Contract Deputy Constable(s).
- D. The Law Enforcement Official, or his representative, shall use reasonable effort to notify the Association as soon as possible when a Contract Deputy Constable(s) is on sickleave.
- E. The Contract Deputy Constable(s) shall perform law enforcement services in the Association's geographical location which may include, but are not limited to: welfare checks, patrolling, preparing reports, appearing in court, arresting persons and transporting suspects.
- F. Scheduling and delivery of contract services provided herein shall be managed between the Law Enforcement Official and the Association.
- G. The Contract Deputy Constable(s) shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Brazoria County Sheriff's Office if in the event that said report is taken.

**ARTICLE V.
AUTHORITY AND COUNTY'S PEROGATIVE TO APPOINT CONTRACT DEPUTY
CONSTABLE(S)**

- A. It is expressly understood and agreed to by the parties that the Contract Deputy Constable(s), shall be subject to the control and supervision of the Law Enforcement Official to the same extent as the Law Enforcement Official's other deputies, and that the Contract Deputy Constable(s), shall have no duty or obligation to the Association or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally.
- B. The Law Enforcement Official hereby expressly retains full and complete authority to supervise the Contract Deputy Constable(s) and, in an emergency, determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy Constable(s) to duties other than those to be performed pursuant to this Agreement.
- C. It is expressly understood and agreed to by the parties that this Agreement is not intended (nor shall it be construed) to obligate the County and/or the Law Enforcement Official in any manner, *whatsoever*, to assign the Contract Deputy Constable(s) to devote any portion of his/her Working Time to the Area.

- D. It is expressly understood and agreed to by the parties that should any or all of the following conditions or events occur:
1. Law Enforcement Official does not assign the Contract Deputy Constable(s) to devote at least 90% of his/her Working Time to the Area; The Contract Deputy Constable(s) is/are removed from the Area by the Law Enforcement Official;
 2. The Contract Deputy Constable(s) does not devote at least 90% of his/her Working Time to the Area during the term of this Agreement;

Brazoria County shall have no liability or obligation whatsoever to the Association and/or the residents of the Area, other than to credit the Association the appropriate prorated refund, if any be due, as provided for herein.

ARTICLE VI. COUNTY EMPLOYEES

- A. The Contract Deputy Constable(s) performing duties under this Agreement shall at all times remain a county employee subject to the same rights, duties and responsibilities as the Law Enforcement Official's other deputies.
- B. The County agrees that the Contract Deputy Constable(s) shall perform the services described herein in accordance with the laws of the State of Texas, Brazoria County policies and the policies and procedures of the Law Enforcement Official's Office. Further, while Brazoria County shall be responsible for the acts and omissions of its employees acting within the course and scope of their employment, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas including but not limited to, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. **THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES PROVIDED BY COUNTY OR THE LAW ENFORCEMENT OFFICIAL TO THE ASSOCIATION FURTHER, SHOULD ANY WARRANTIES OR CONDITIONS BE INTERPRETED, COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.**
- C. The Law Enforcement Official retains sole and independent authority regarding the hiring, supervision, discipline, and termination of the Contract Deputy Constable(s).

ARTICLE VII. INCREASES

- A. The Association agrees to pay 100% of any and all increases in the Contract Deputy Constable(s)'s salary, allowances, benefits, etc. that may occur during the term of this Agreement, including, but not limited to:
1. Medicare;
 2. Retirement;
 3. Workers Compensation/unemployment;
 4. Health and Life Insurance;
 5. Certification pay;

6. Any OVERTIME incurred at the request of the Association;
 7. Any OVERTIME incurred because of circumstances related to the Area;
 8. Death and Dismemberment Insurance; and/or
 9. Cost of Living Adjustments.
- B. Salary. Upon notice by the County to the Association of any such increases and/or additional expenses (whether included on Exhibit "A" or not), the Association shall pay said increased salary, allowances, benefits, additional expenses etc., in accordance with the provisions contained herein.

**ARTICLE VIII.
PAYMENT BY ASSOCIATION**

- A. All payments shall be made payable to Brazoria County and shall be delivered to the Brazoria County Treasurer, 111 E. Locust, Angleton, Texas 77515.
- B. The Association agrees to pay Brazoria County in accordance with Contract Deputy Constable(s) Cost Worksheet for all presently known expenses beginning the effective date of this Agreement. See attached Exhibit "A." Both parties acknowledge and agree that the expenses shown therein are an **estimated amount**, used by Brazoria County to assess 100% (One Hundred percent) of the cost to the County for supplying the additional law enforcement services ("Contract Amount").
- C. The Association hereby expressly agrees to pay for 100% of all costs incurred by the County for providing the services hereunder, regardless of whether said expenses are set forth in Exhibit A, including but not limited to, Contract Deputy Constable(s) overtime, uniforms, equipment, portable cellular phones, vehicles, vehicle maintenance and/or vehicle appearance. Cost to be 100% of the allocated costs as determined by the County Auditor. Furthermore said vehicle (make and type) purchase is at the discretion of the law enforcement official of aforementioned law enforcement agency.
- D. Additional equipment not calculated in Exhibit "A", but determined by the Law Enforcement Official to be necessary to carry out the terms of this Agreement, shall be obtained by:
1. Purchase of the equipment by County with County funds which shall be reimbursed by Association in accordance with Article VIII of this Agreement;
 2. Purchase of the equipment by Association who shall donate it to the County provided that the equipment meets the County's standards and is approved by the Law Enforcement Official before being used by the Contract Deputy Constable(s); or
 3. Purchase by County with advance funds provided by Association.
- E. The manner in which additional equipment will be purchased is solely within County's discretion.
- F. In the event that a single additional equipment purchase will exceed \$500.00, Association will be notified of the need for the equipment and allowed 5 business days to object to the purchase.
1. During the objection period, contract services will be provided, as long as the Law Enforcement Official determines that service is feasible.

2. If Association objects to the purchase, county shall have the option to terminate this agreement without notice.
 3. Association will not be credited for services not performed due to equipment issues.
- G. Any equipment or vehicle purchased pursuant to this Agreement shall forever become and remain the sole property of the County, regardless of County's election in Article VIII (D) of this Agreement and shall remain property of the County, even upon termination of this Agreement for any reason.
- H. Actual cost of contract will be reviewed at least semiannually and no more than quarterly, at the discretion of the Brazoria County Auditor. Proper notification of any changes will be sent no later than thirty (30) days following the end of the period being reported. Payment by the Association shall be due and payable, without demand, no later than the first day of the month in which the service is provided. Payment shall be made in equal monthly installments subject to any adjustments as provided herein.
- I. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within thirty (30) days of the due date, the County is authorized to terminate this Agreement without further notice. Failure of County to make demand for payments due shall not be a waiver of the Association's obligations to make timely payments.
- J. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

ARTICLE IX. ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X. INDEMNITY AND HOLD HARMLESS

- A. THE ASSOCIATION AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (WHETHER 1st OR 3rd PARTY) AND RELATED COSTS, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION OR LOSS, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF THE ASSOCIATION'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE ASSOCIATION'S SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION OR WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF THE ASSOCIATION AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE ASSOCIATION AND OTHER PERSON OR ENTITY.**

**ARTICLE XV.
EXECUTION**

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below.

BRAZORIA COUNTY

**L.M. "MATT" SEBESTA, JR.
BRAZORIA COUNTY, COUNTY JUDGE**

**JAMES BRAWNER
PCT. 4 LAW ENFORCEMENT OFFICIAL**

Date

Date

Lakes of Savannah North Community Association

SIGNATURE

Date

**President Robert L. Payns Jr.
LAKES OF SAVANNAH NORTH COMMUNITY ASSOCIATION**

*By law, the Brazoria County District 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.

**AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN
BRAZORIA COUNTY AND LAKES OF SAVANNAH NORTH COMMUNITY
ASSOCIATION INC.**

Exhibit "A"

- A. As referenced in Article IV (A), this Agreement will be valid for up to 86 hours of coverage per 2-week pay period per Contract Deputy Constable, for a sum total of 86 hours of coverage per 2-week pay period. To accomplish this, one Contract Deputy Constable will be utilized to cover the requested number of hours.
- B. As referenced in Article VII (A), below is a salary and benefit breakdown per Contract Deputy Constables:

**Brazoria County
Salary and Benefits Projection
Projection for January, 2024**

		Full Time	Regular Part Time	
		2024	2024	
Salary				
# of New Positions		1	1	
Salaries		63,678.00		
Additional Hours over base pay		<u>3183.90</u>		
Total Salary		66,861.90		
1	TCDRS - Retirement	1	8872.57	-
2	AUL - Alt Retirement	2	4126.37	-
3	Health Insurance	3	12,000.00	-
4	Medicare Taxes	4	969.50	-
5	Worker's Compensation	5	1000.00	100.00 **See how to get cost below
6	Unemployment Taxes	6	93.61	-
7	401(h) Retiree Health	7	1604.69	-
8	Employee Health Clinic	8	50.00	-
		<u>\$95,578.63</u>	<u>\$100</u>	

- 1 13.27% of gross income Full time and Regular Part Time Employees
- 2 Full Time employees - 6.636% of gross wages less TCDRS Hourly (Part Time & Temporary) employees - .8% of gross wages Life % reduced April, 2010
- 3 Salaried employees only. (\$1000/month after 60 days)
- 4 All employees. (1.45% of gross wages)
- 5 Clerical employees - \$100/yr, Parks - \$1,000/yr, Deputies/Investigators/Maintenance - \$1,200/yr, Road & Bridge - 2,400/yr, **
- 6 All employees Unemployment. (.0014% of gross wages)
- 7 Salaried employees only. (2.40% of gross wages) 401h increased 01/01/2024
- 8 Employee Health Clinic (\$50 per EE per month)

******** The employee may have TCLEOSE certification pay and will receive uniform pay; Longevity pay after 1 year of employment

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