

EXHIBIT “1”

CONTRACT FOR HOUSING INCIDENT TO EMPLOYMENT

This agreement is made on January 15, 2024 between BRAZORIA COUNTY, TEXAS (hereinafter, the “County”) and Joshua Britton (hereinafter, “Employee”) in Angleton, Brazoria County, Texas. In consideration of the mutual covenants contained herein, the County and Employee agree as follows:

I. RECITALS

- 1.1 Employee is currently employed by the County as an “at will” employee.
- 1.2 The County owns and maintains a park site referred to as *Hanson Riverside* County Park (hereinafter, the “Park”).
- 1.3 The County owns and maintains a house at the Park for the purpose of housing Brazoria County Parks Department staff (hereinafter, the “Property”).

II. HOUSING AND UTILITIES

- 2.1 As additional consideration and compensation for Employee’s services to the County, the County agrees to permit Employee to live and reside at the Property without payment of rent during Employee’s employment with the County. Employee’s residence at the Property is not a condition of Employee’s employment; however, Employee’s residence at the Property is coexistent with Employee’s employment. Upon the termination of Employee’s employment with the County, for any reason, Employee’s rights under this Contract shall also terminate immediately. Employee shall completely vacate the Property within 72 hours of the termination of Employee’s employment, unless otherwise permitted in writing by the County.
- 2.2 The County agrees to pay for all utility services (electricity, gas, water, garbage, wastewater, and telephone). However, any long distance telephone charges shall be paid for by Employee, unless such charges are related to County business and authorized by the Brazoria County Parks Director (hereinafter, the “Parks Director”). Utility services paid by the County do not include internet or cable services. Employee agrees to reimburse the County on a monthly basis for long distance telephone calls not related to County business or not authorized by the

Parks Director.

2.3 For the purpose of calculating Employee's gross income, the parties agree that, considering the location, size, and quality of the Property, the fair rental value shall be \$750.00 per month. The parties agree that such amount shall be included in Employee's Gross Taxable Income.

III. **MAINTENANCE OF THE PROPERTY**

3.1 Employee agrees to maintain the Property in a clean, sanitary, and safe condition, and to perform maintenance as necessary to maintain the Property. Employee shall take good care of the premises and the fixtures and appurtenances therein, keep the interior and exterior areas free of litter and shall, in the use and occupancy of the premises, conform to all federal, state, and county laws, orders, and regulations.

3.2 Employee agrees to promptly notify the Parks Director or his designee of any major repairs or structural repairs and maintenance when such repairs become necessary. Employee further agrees to immediately notify the Parks Director / designee of any unsafe or hazardous condition existing on the Property.

3.3 Employee agrees to routinely inspect the Park for any safety hazards or vandalism, report such to the Parks Director / designee immediately, and arrange for appropriate repairs to be made.

3.4 Employee shall be responsible for any condition or damage to the Park or the Property caused by Employee, occupants of the Property, members of Employee's family, or personal guests of Employee.

3.5 Employee agrees to open and close the Park security gate at times so designated by the Parks Director, seven days a week, whether Employee is on duty or off duty. If Employee is to be absent from the Park, Employee must notify the Parks Director in writing at least 24 hours in advance.

3.6 Employee agrees to open and close buildings or pavilions reserved by park visitors, seven days a week, whether Employee is on duty or off duty. If Employee is to be absent from the Park, Employee must notify the Parks Director in writing at least 24 hours in advance.

3.7 Employee agrees to document in writing all emergencies involving visitors to the Park, including names, address, and telephone numbers of persons involved and witnesses. Employee

further agrees to immediately contact the Parks Director / designee following any emergency or non-routine incident involving Park property, employees, or visitors.

3.8 Employee agrees to perform other duties assigned in writing by the Parks Director. Such written instructions shall become a part of this Contract.

IV. USE OF THE PROPERTY

4.1 Employee may use the Property as a private residence only. In addition to Employee, the following number of family members or occupants may reside on the Property: 3. This number may be increased only with written authorization from the Parks Director. Employee may not permit any guest to stay on the Property more than three days, without written authorization from the Parks Director.

4.2 Employee, family members of Employee, occupants of the Property, and personal guests of Employee shall not engage in any illegal activity at the Park or the Property. In the event that any such person engages in any illegal activity at the Park or the Property, this Contract shall terminate immediately.

4.3 Employee shall not permit any part of the Property to be used for:

- a. any activity that is a nuisance, offensive, noisy, or dangerous;
- b. any private business of any type, including, but not limited to, child care; or
- c. any activity that obstructs, interferes with, or infringes on the rights of Park patrons or other persons near the Property.

4.4 Unless authorized in writing by the Parks Director, Employee may not install or construct any permanent fixtures in or around the Property.

4.5 Unless authorized in writing by the Parks Director, Employee may not:

- a. remove any part of the Property, including fixtures, or any of the County's personal property from the Property;
- b. remove, change, add, or rekey any lock;
- c. make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock or grooves in paneling;
- d. permit any water furniture on the Property;
- e. install any additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;

- f. replace or remove flooring material, paint, or wallpaper;
- g. keep or permit any hazardous material on the Property, such as flammable or explosive materials;
- h. dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; or
- i. cause or allow any lien to be filed against any portion of the Property.

4.6 Employee may not park or permit any person to park any vehicles in the Park other than designated drives, garages, parking areas, or in the street, if not prohibited by law or the County. Employee may not store or permit any person to store any vehicles on or adjacent to the Property, or in the Park.

V.
ACCESS BY THE COUNTY

5.1 The Parks Director and any person authorized by the Parks Director shall have access to the Property for repairs or to ensure Employee's compliance with this Contract. The Parks Director shall provide written notice to Employee at least 24 hours before accessing the Property. If emergency repairs must be made to the Property, the Parks Director and any person authorized by the Parks Director may peacefully enter the Property at reasonable times without first contacting Employee to make such repairs. However, before accessing the Property for emergency repairs, the Parks Director or a person authorized by the Parks Director shall attempt to first contact Employee. The Parks Director may inspect the exterior of the Property at any reasonable time.

VI.
CONDITION OF THE PROPERTY

6.1 The County makes no express or implied warranties as to the Property's condition. Employee has inspected the Property and accepts it **AS-IS**.

6.2 Upon the termination of this Contract, Employee shall surrender the Property in the same condition as when received, normal wear and tear excepted. Employee shall leave the Property in a clean condition free of all trash, debris, and any personal property not owned by the County.

VII.
INDEMNIFICATION

7.1 Employee agrees to **indemnify, hold harmless, and defend** the County, its agents, officers, and employees against any and all loss or damages claimed by occupants of the Property or personal or social guests of Employee, including damages for personal injury or death, caused by the acts or neglect of Employee, occupants of the Property, or personal guests of Employee, or caused by the negligence of the County, its agents, officers, or employees.

7.2 Unless caused by the County, the County is not responsible to Employee, personal guests of Employee, or occupants of the Property for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants, or other occurrences or casualty losses.

VIII.

TERMINATION OF HOUSING CONTRACT

8.1 This Contract and Employee's right to housing herein shall terminate immediately upon the termination of Employee's employment with the County, for any reason, unless sooner terminated under this Contract.

8.2 The County may terminate this Contract and Employee's rights to housing prior to the termination of Employee's employment with the County upon:

- a. Employee's breach of any term, condition, or agreement contained in this Contract, or
- b. any order of the Commissioners Court of Brazoria County that would necessitate Employee permanently vacating the Property for any reason.

8.3 In the event this Contract is terminated, Employee hereby agrees to waive and does hereby waive any claims against the County for further compensation or for damages under this Contract and Employee does hereby release and discharge the County from any and all claims, obligations, demands, liabilities, loss, or damages of Employee under this Contract. In the event this Contract is terminated, Employee shall not receive additional compensation in lieu of the right to housing or any other benefit received under this Contract.

8.4 Nothing herein shall be construed to create a periodic tenancy, tenancy-at-will, or any other such tenancy or estate in favor of Employee.

8.5 If Employee fails to vacate the Property upon termination of this Contract, Employee shall pay the County for the holdover period and indemnify the County for damages, including

but not limited to, lost rental value, costs of eviction, and attorneys' fees. Rent for any holdover period shall be three (3) times the rental value in Section II of this Contract, calculated on a daily basis, and will be immediately due and payable daily to the Parks Director without notice or demand.

IX.
EMPLOYMENT AT-WILL

9.1 Employee understands and agrees that Employee is employed by Brazoria County as an at-will employee and nothing in this Contract shall be construed as to create nor is any provision herein intended to reflect anything other than an at-will employment relationship between the County and Employee.

X.
AGREEMENT OF THE PARTIES

10.1 There are no oral agreements between the County and Employee. This Contract contains the entire agreement between the parties as to Employee's housing, and may not be changed except by written agreement.

10.2 This Contract may not be assigned.

10.3 This Contract contains the entire agreement between the parties hereto and no representation, inducement, promise, or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

10.4 Employee's statements in this Contract are material representations.

10.5 Should any provision of this Contract be determined to be unenforceable, the remainder of this Contract will not be affected and all other provisions of this Contract will remain enforceable.

10.6 The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract.

EXECUTED in original copies this 29th day of April, 2024.

COUNTY OF BRAZORIA

EMPLOYEE

[Handwritten Signature]

L.M. "Matt" Sebesta, Jr.
Brazoria County Judge

Joshua Britton
Employee

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by L.M. "Matt" Sebesta, Jr. Brazoria County Judge, on this _____ day of _____, 2024.

Notary Public, State of Texas

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by Joshua Britton on this 20th day of December, 2024.



[Handwritten Signature]

Notary Public, State of Texas