

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA         §

**AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES  
BETWEEN BRAZORIA COUNTY AND POMONA RESIDENTIAL COMMUNITY  
ASSOCIATION INC.**

This Agreement, made and entered into by and between Brazoria County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Pomona Residential Community Association Inc. ("ASSOCIATION").

**WITNESSETH:**

WHEREAS, the County and the ASSOCIATION desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services, as authorized by Texas Local Government Code Section 351.061 et. seq., to a certain area in Brazoria County, Texas, the area generally being described as, Pomona.

WHEREAS, the County and the ASSOCIATION acknowledge that County shall collect 100 % of the cost for supplying the law enforcement services to the area described above;

WHEREAS, the County and the ASSOCIATION agree that payment for law enforcement services shall be 100% of all the costs and all additional expenses the County will incur for providing such additional law enforcement services for the period described in this contract;

WHEREAS, the Brazoria County Precinct 4 Constable ("Law Enforcement Official") has law enforcement authority in the ASSOCIATION's geographical area; and

WHEREAS, the County and the Law Enforcement Official agree to provide said additional law enforcement services.

NOW THEREFORE, in consideration of the mutual promises and representations herein contained, the patties hereby agree as follows:

**ARTICLE I.  
DEFINITIONS**

For the purpose of this Agreement, the following terms shall mean:

1. Area. That Area referred to generally as Pomona. In no event shall the defined Area exceed the geographical area represented by the ASSOCIATION or the jurisdictional boundaries of the County.
2. Contract Deputy(ies). The additional Deputy(ies) (whether one or more) provided by the County to the ASSOCIATION to provide the additional law enforcement services contemplated and provided for in this Agreement.

3. Equipment. Includes but is not limited to: vehicles, uniforms, cellular phones, radios and all other materials and items necessary to carry out the terms of this Agreement.
4. Working Time. The usual or normal hours (including overtime) that a Contract Deputy(ies) 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(ies) is/are on vacation leave, is/are on sick leave and 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.

## ARTICLE III. TERM

The term of this Agreement shall be effective at 12:00 AM **June 1, 2022** or the date signed by County, whichever is later and expire on **December 31, 2022 at 11:59 PM**, or under the terms of this contract.

- 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 if this Agreement expires before a new Agreement is executed services will continue, on a month to month basis under the same terms of this Agreement but subject to retroactive adjustment for any subsequent 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(IES)**

- A. The County, by and through the Law Enforcement Official's Office, agrees to provide the ASSOCIATION with **the number of Contract Deputy(ies) shown on Amendment "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(ies) 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(ies).
- D. The Law Enforcement Official, or his representative, shall use reasonable effort to notify the ASSOCIATION as soon as possible when a Contract Deputy(ies) is on sick leave.
- E. The Contract Deputy(ies) 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(ies) shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Brazoria County Sheriffs Office if in the event that said report is taken.

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

- A. It is expressly understood and agreed to by the parties that the Contract Deputy(ies), 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(ies), 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(ies) and, in an emergency, determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy(ies) 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(ies) 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(ies) to devote at least 90% of his/her Working Time to the Area;
  - 2. The Contract Deputy(ies) is/are removed from the Area by the Law Enforcement Official;
  - 3. The Contract Deputy(ies) 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 resident's 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(ies) 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(ies) 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(ies).

**ARTICLE VII.  
INCREASES**

- A. The ASSOCIATION agrees to pay 100% of any and all increases in the Contract Deputy(ies)'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 Amendment "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(ies) Cost Worksheet for all presently known expenses beginning the effective date of this contract. See attached Amendment "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 Amendment A, including but not limited to, Contract Deputy(ies) 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.
- D. Additional equipment not calculated in Amendment "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(ies); 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 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 1<sup>st</sup> OR**



To the ASSOCIATION: Pomona Residential Community Association Inc.  
4545 Pomona Parkway  
Manvel, Texas 77578

- B. Any Party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

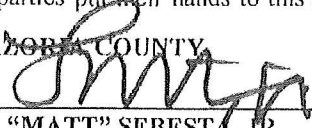
**ARTICLE XV.  
EXECUTION**

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

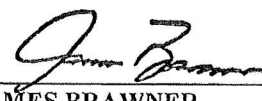
ARTICLE XV.  
EXECUTION

The parties put their hands to this Agreement on the date indicated below.

~~BRAZORIA COUNTY~~


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

06/28/2022  
Date

  
JAMES BRAWNER  
PCT. 4 LAW ENFORCEMENT OFFICIAL

7/29/2022  
Date

POMONA RESIDENTIAL COMMUNITY ASSOC. INC.

  
SIGNATURE

7/6/2022  
Date

PRESIDENT POMONA RESIDENTIAL COMMUNITY Assoc. inc

\*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.

**Attachment: Exhibit "A" - Cost Estimate Sheet**

This contract period Pomona will be adding an additional full time employee and increase their coverage from 86 hours a pay period to 172 hrs a pay period, for a total of two full time employees.

In addition Pomona agrees to approve purchase of an additional patrol vehicle and equipment at actual cost (approximately \$70,000.00 dollars). With the vehicle ordering portal being closed at the time of execution of this contract, ordering of said vehicle maybe of extended time.

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

**Amendment "A"**

A. As referenced in Article IV. A; This contract will be valid for up to 86 hours of coverage per 2 week pay period. To accomplish this one deputy will be utilized to cover the requested number of hours.

B. As referenced in Article VII. A; Below is a salary and benefit breakdown

**Brazoria County  
Salary and Benefits Projection  
for January 2022**

		Full Time	Regular Part Time	
	<b>Salary # of New Positions</b>	<b>2022 1</b>	<b>2022 1</b>	
Salaries		60,494.00	0.00	Annual salary
Additional Hours over base pay		4,537.05		
	<b>Total Salary</b>	<u>65,031.05</u>		
TCDRS - Retirement	1	8,460.54		
AUL - All Retirement	2	4,013.38		
Health Insurance	3	12,000.00		
Medicare Taxes	4	942.95		
Worker's Compensation	5	1,200.00	600.00	**s ee how to get cost below
Unemployment Taxes	6	117.06		
401(h) Retiree Health	7	975.47		
Employee Health Clinic	8	50.00		
		<u>\$ 92,790.44</u>	<u>\$ 600.00</u>	

1. 13.01% of gross Income Full time and Regular Part Time Employees
2. Full Time employees - 6.636% of gross wages less TCDRS Life % reduced April, 2010  
Hourly (Part Time & Temporary) employees - .8% of gross wages
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. (.0018% of gross wages)
7. Salaried employees only. (1.50% of gross wages)
8. Employee Health Clinic (\$50 per EE per moth)

Brazoria County  
 Salary and Benefits Projection for January 2023

Brazoria County  
 Salary and Benefits Projection  
 Projection for January, 2023

			Full Time	Regular Part Time	
			2023	2023	
	Salary	# of New Positions			
	Salaries		61,671.00		
	Additional Hours over base pay		<u>3,083.55</u>		
	Total Salary		64,754.55		
1	TCDRS - Retirement	1	8,482.85	-	
2	AUL - Alt Retirement	2	3,996.31	-	
3	Health Insurance	3	12,000.00	-	
4	Medicare Taxes	4	938.94	-	
5	Worker's Compensation	5	1,200.00	100.00	**See how to get cost below
6	Unemployment Taxes	6	116.56	-	
7	401(h) Retiree Health	7	971.32	-	
8	Employee Health Clinic	8	50.00	-	
			<u>\$ 92,510.53</u>	<u>\$ 100.00</u>	

1. 13.10% of gross income Full time and Regular Part Time Employees
2. Full Time employees - 6.636% of gross wages less TCDRS Life % reduced April, 2010  
 Hourly(Part Time & Temporary) employees - .8% of gross wages
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. (.0018% of gross wages)
7. Salaried employees only. (1.50% of gross wages)
8. Employee Health Clinic (\$50 per employee per month)