

WHEREAS, TEXAS GOVERNMENT CODE §76.004(a) requires the CSCD Director, hereinafter referred to as "Director", who is appointed by district judges trying criminal cases and judges of statutory county courts trying criminal cases, to negotiate and enter into contracts on behalf of the CSCD: and

WHEREAS, pursuant to TEXAS GOVERNMENT CODE §76.006(a), CSCD employees are governed by personnel policies and benefits equal to personnel policies for and benefits of other employees of the County, subject to the provisions of TEXAS GOVERNMENT CODE §76.006(b) regarding the determination of CSCD salaries by the Director; and

WHEREAS, pursuant to TEXAS GOVERNMENT CODE §76.008, the physical facilities, equipment, and utilities for the CSCD shall be provided by the County; and

WHEREAS, pursuant to TEXAS GOVERNMENT CODE §140.003(b), the County Purchasing Agent shall perform the purchasing function for the CSCD.

NOW, THEREFORE, it is mutually agreed by the Parties hereto as follows:

I.

TERM

- 1.01. The term of this Agreement is for one (1) year, commencing upon execution of this Agreement by the County and ending on September 30, 2026.
- 1.02. This Agreement is automatically renewed on October 1st each year thereafter unless either the County or the Director gives thirty (30) days written notice prior to automatic renewal date of its intention not to renew the Agreement.

II.

DUTIES AND RESPONSIBILITIES OF THE COUNTY

- 2.01. **Administration of Benefits:** County shall administer for the CSCD the following

employee benefits:

- a) Retirement plan
- b) Deferred compensation plan
- c) Holiday schedules
- d) Jury leave
- e) Military leave
- f) Vacation
- g) Sick leave benefits, including shared sick leave pool
- h) Any and all other benefits and coverage as though the CSCD employees were County employees, excluding Workers' Compensation and liability coverage in accordance with Texas Government Code §76.006(c), group health insurance plan, dental plan, and state health insurance supplemental products covered through Employees Retirement System of Texas (ERS), cafeteria plan, or any other benefit otherwise exempt by statute.

2.02. Processing of CSCD Payroll:

- a) County shall process CSCD's payroll, including the withholding of income tax.
- b) County shall process payroll deductions of the employees of CSCD for group health plans, dental plans, and other state health insurance supplemental product plans requiring payroll deductions, which shall be administered and remitted to the Employees Retirement System of Texas (ERS) in accordance with Section 1551.114 of the Texas Insurance Code in amounts determined by the Board of Trustees. In addition, County shall process deductions for the County retirement plan and deferred compensation plan.
- c) The payroll of CSCD employees shall be paid with the above mentioned deductions in the same manner and at the same time as employees of Brazoria County.

2.03. **Facilities, Equipment, and Utilities:** County shall provide physical facilities, equipment, and utilities for CSCD.

2.04. **Special Fund:** County shall establish a special fund consisting of monies referred to in Section 3.02 below to be used solely for the provision of the CSCD services and community based correctional programs other than jails or prisons.

2.05. **Purchasing:** County, acting by and through the County Purchasing Director, shall perform purchasing functions in accordance with the agreement approved

August 28, 2018 by Commissioners Court Order 7.A.3.

- 2.06. **Budget Preparation:** County, acting by and through the County Auditor, shall assist the CSCD with the preparation of the CSCD's biennial state budget and annual County budget.
- 2.07. **Other Services:** County agrees to provide CSCD the services of auditing, bookkeeping, payroll, information technologies, and other fiscal services commonly provided to Brazoria County offices.
- 2.08. County shall reimburse CSCD for percentages of salaries and/or benefits designated during the County budgeting process for specific full-time employees. (hereinafter "Employees").
- 2.09. County shall reimburse CSCD for percentages of salaries and/or benefits designated during the County budgeting process for specific temporary employees (hereinafter "Temporary Employees").
- 2.10. The salaries, hourly wages, and actual costs of benefits in Section 2.01 of this Agreement shall be approved by Commissioners Court on an annual basis as part of the County budgeting process.
- 2.11. The Employees and the Temporary Employees shall be employees or temporary employees of the CSCD for all purposes.

III.

DUTIES AND RESPONSIBILITIES OF THE DIRECTOR

- 3.01. Consistent with Section 76.004 of the Texas Government Code, the CSCD Director shall perform or delegate the responsibility for performing the following duties:
 - a) Overseeing the daily function of the CSCD;
 - b) Preparing annually or biennially a budget for the CSCD;
 - c) Negotiating and entering into contracts on behalf of the CSCD;

- d) Establishing policies and procedures for all functions of the CSCD;
 - e) Developing personnel policies and procedures, including disciplinary proceeding; and
 - f) Establishing procedures and practices through which the CSCD will address an employment-related grievance.
- 3.02. **Payment of Funds:** The Director shall cause all funds of the CSCD, including supervisory fees, to be deposited in a special fund of the County.
- 3.03. **Payment of Benefits:** CSCD agrees to pay and to authorize payment to the County of the full amount of payroll and the actual cost of all benefits in Section 2.01 above, including County "employer" type costs retirement plans and other benefits, such costs to be paid out of CSCD's Judicial District Fund (Basic Supervision Fund).
- 3.04. **Payment of Costs:** Except to the extent provided for in the County budget, CSCD shall pay all costs of supplies and materials out of CSCD's Judicial District Fund.
- 3.05. **Providing a Budget:** The Director shall submit a detailed list of needs of the CSCD annually to the Brazoria County Auditor for incorporation in the Brazoria County Budget.
- 3.06. **Personnel Policy:** Employees of the CSCD shall be governed by the same personnel benefits policies as the employees of County, except as otherwise provided by law. CSCD retains the right to administer a salary plan based upon needs and financial resources of CSCD.

IV.

PRETRIAL DIVERSION

- 4.01. County recognizes and acknowledges that operation by CSCD of a Pretrial Diversion program is pursuant to the authority granted in Section 76.011 of the Texas Government Code.
- 4.02. Although the County may provide funding for Pretrial Diversion, employees

of those Pretrial Diversion that transition from County operation to CSCD operation will be CSCD employees after such transition.

- 4.03. Any revenue generation by Pretrial Diversion after such transition to CSCD operation will be placed in the appropriate County account for funding of Pretrial Diversion.

V.

COMPLIANCE WITH LAWS AND REGULATIONS

- 5.01. Notwithstanding the provisions of Section III, above, nothing contained in this Agreement shall be interpreted to preempt or exempt CSCD from complying with all applicable rules, procedures and requirements of the Commissioners Court, Brazoria County Auditor, Brazoria County Human Resources, and Chapter 262 of the Texas Local Government Code ("Purchasing and Contracting Authority of Counties").
- 5.02. It is understood that the terms and condition of this Agreement are governed by the laws of the State of Texas.
- 5.03. CSCD acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

VI.

NOTICE

Notice to the County shall be submitted to:

Brazoria County
Attn: County Judge
237 E. Locust Street Suite 401
Angleton, Texas 77515
LaceyP@brazoriacountytx.gov

Notice to the Director shall be delivered to:

Community Supervision and Corrections Department
Attn: CSCD Director
1524 East Mulberry, #20
Angleton, Texas 77515
GregoryD@brazoriacountytx.gov

VII.

AUTHORITY

The Parties recognize, that the CSCD cannot bind the Board of Judges, and cannot waive the Board of Judges' statutory and regulatory authority to budget expenses or make independent purchasing and exemption decisions. County authorizes Human Resources to credit the staff of CSCD with the same vacation, sick leave, holiday, jury leave, military leave, shared sick leave, family medical emergency leave, and other credits commonly earned by all Brazoria County employees.

VIII.

MISCELLANEOUS

- 8.01 The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
- 8.02 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.
- 8.03 This Agreement supersedes any and all other agreements, either oral or in writing between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is no contained herein shall be valid of binding.
- 8.04 This Agreement cannot be assigned by either party.
- 8.05 This Agreement does not confer any enforceable rights or remedies upon any

person other than the Parties. No provision of this Agreement constitutes consent to suit.

8.06 Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

8.07 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

IX.

SOURCE OF CSCD FUNDS

The cost of CSCD employee salaries and benefits are paid from CSCD's Judicial District Funds. In consideration for other services provided by County through this Agreement, CSCD will pay County a fiscal service fee of no more than 0.75% (three (3) quarters of one (1) percent) of CSCD Judicial District Funds during the state fiscal year, on or after September 1st of each year as provided by law for services of auditing, bookkeeping, developing and documenting written fiscal policies, preparing timely and accurate quarterly financial reports, preparing a Statement of Financial Position at the close of each fiscal year or designated funding period, and providing services set forth in the statutes and other services deemed necessary by CSCD and the County Auditor.

X.

EXECUTION

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the Parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

Brazoria County

**Brazoria County Community Supervision
and Corrections Department**

By: _____
County Judge L.M. "Matt" Sebesta, Jr.

By: _____
CSCD Director Dr. Gegory Dillion

Date: _____

Date: _____

ATTEST:
