

THE STATE OF TEXAS
COUNTY OF BRAZORIA

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**AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN
BRAZORIA COUNTY AND LAKES OF SAVANNAH SOUTH 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 Lakes of Savannah South 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 Lakes of Savannah South.

WHEREAS, the County and the Association acknowledge that the County shall collect and receive payment, in full, of all costs for providing law enforcement services to the area described above;

WHEREAS, the County and the Association agree that payment for law enforcement services shall be for the entirety of all costs and additional expenses the County will incur for providing said 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 parties 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 Lakes of Savannah South as shown in the attached **Map A**. 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 Constable(s).** The additional Deputy Constable(s) (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, body armor, tasers, 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 Constable(s) is/are required by the Law Enforcement Official to work in any calendar month.

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 **October 1, 2025 at 12:00 AM** or the date signed by County, whichever is earlier, and expire on **September 30, 2026, 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 any party giving to the other parties 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 any Party provides written notice of nonrenewal at least thirty (30) days prior to the end of the then-current term. If any 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 any 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' 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 sick leave.

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. They shall use **Exhibit "B"** to assist in determining routine priorities.

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;
2. The Contract Deputy Constable(s) is/are removed from the Area by the Law Enforcement Official; or
3. 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

Agreement for Additional Law Enforcement Services

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 agree 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.

This will include the time the Contract Deputy/Deputies is/are on vacation leave, is/are on sick leave, or receives/receive workers' compensation benefits.

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 (not to exceed one at a time per Contract Deputy), non-routine 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 object 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' RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE ASSOCIATION' 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 XI. SEVERABILITY

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

ARTICLE XII.

ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached Exhibits and Maps and that this Agreement supersedes all prior communications and negotiations among the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

B. Any modifications, alterations, exhibits, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE XIII. NOTICE

A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by other electronic means, with verification, as follows:

To the **County**: Brazoria County Precinct 4
Attn.: Constable James Brawner 121 N 10th,
West Columbia, Texas 77486

Office of the Brazoria County Judge
Attn.: L.M. "Matt" Sebesta
237 E. Locust
Angleton, Texas 77515

To the **Association**: Lakes of Savannah South Community Association
C/O Goodwin and Company
1400 Broadfield Rd. # 600
Houston, Texas 77084

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.
MISCELLANEOUS

- A. The Parties expressly understand and agree that, in the execution of this Agreement and the performance of services herein, the Parties do not waive, nor shall they be deemed to have waived, any immunity or defense that would otherwise be available to the County or its officials, employees, and/or agents against claims arising in the exercise of governmental powers and functions, including, but not limited to, sovereign and/or governmental immunity. This Agreement is expressly made subject to the County's sovereign and/or governmental immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state laws.
- B. Association hereby waives and release County and its officials, officers, employees, agents, and representatives for any and all claims arising from or related to the services provided under this Agreement.
- C. County shall not be liable for any claims, costs, damages, expenses, losses, and/or liability arising out of the negligent, wrongful, or illegal acts or omissions of the Association or the Association's officials, employees, representatives, or agents in relation to any obligation or service provided under this Agreement.
- D. No Party may assign, lease, sublet, or transfer its interest in or obligations under this Agreement, in whole or in part, without the prior written consent of the other Parties. This Agreement binds and is for the sole and exclusive benefit of the Parties and their legal successors, including, without limitation, any successor governmental agency or entity to any Party.
- E. The Parties shall not be liable or responsible to each other for any delay, loss, failure, or inability to perform their obligations as described herein which is caused by "force majeure." The term "force majeure" includes, but is not limited to, acts of God, strikes, acts of a public enemy, wars, mines or other items of ordnance, blockages, public rioting, lightning, fire, hurricanes, floods, storms, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failures of equipment, freezing of equipment, and any other causes, whether of the kinds specifically enumerated above or otherwise, which are not reasonably within the control of the Parties and which by the exercise of reasonable due diligence could not reasonably be prevented or overcome. In the event time limits are not met under this Agreement as a result of force majeure, the Party whose performance is due shall have an extension of the time limit or deadline equal to the number of days for which the force majeure condition existed. After the force majeure condition has ended, the Agreement shall continue under the same operations and circumstances as existed prior to the force majeure event. Events reasonably within the control of the respective Party shall not constitute force majeure and shall be remedied with the exercise of due diligence. The Parties shall use all reasonable means to remove all contingencies affecting the performance of this Agreement as quickly as is reasonably possible. This clause does not relieve any Party from its obligations to make any payments of amounts then due for services provided or obligations contemplated and performed under this Agreement, and neither Party's time for performance shall be extended for any event which is reasonably within the control of such Party.

- F. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless it is in writing, references this Agreement, is dated subsequent to the Effective Date of this Agreement, and is duly executed by authorized representatives of both Parties.
- G. This Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not author this Agreement.
- H. Any titles or headings of sections and paragraphs in this Agreement are included solely for convenience, shall not be considered a part of the Agreement, shall not in any way serve to modify or restrict any term or provision, and shall not be considered in ascertaining intent.
- I. The Parties acknowledge and agree that nothing in this Agreement shall be construed to create any rights in any person, government, or other entity not the County or Association. Additionally, this Agreement shall not authorize any person, government, or other entity not the County or Association to maintain a suit for personal injuries, property damage, or any other relief.
- J. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- K. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.
- L. Nothing in this Agreement shall be deemed or construed by the Parties, nor any third party, as creating a relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the Parties. The Parties hereby declare and acknowledge the relationship of Association to County is one of independent contractor, and County will not and does not have the right to control the details of the Association work to fulfill the obligations set forth in this Agreement. This Agreement does not and shall not be construed to entitle either Party or any of their respective officials, employees, or agents, if applicable, to any benefit, privilege, or other amenities of employment from the other Party.

**ARTICLE
XVI.
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 South Community Association, Inc.



SIGNATURE

8/27/2025

Date

SYLVIA RIVAS

LAKES OF SAVANNAH SOUTH COMMUNITY ASSOCIATION, 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.

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

Exhibit "A"

- A. As referenced in Article IV (A), this Agreement will be valid for up to 80 hours of coverage per 2-week pay period per full time Contract Deputy Constable. To accomplish this, one full time Contract Deputy Constable will be utilized to cover the requested number of hours.

- B. As referenced in Article VII (A), below is an example salary and benefit breakdown for the Contract Deputy Constable positions. Please note that this may be adjusted at any time due to changes in factors including but not limited to Brazoria County pay rates, benefits, or years of service.

**Brazoria County
Salary and Benefits Projection for August, 2025**

Full Time Contract Deputy Constable:

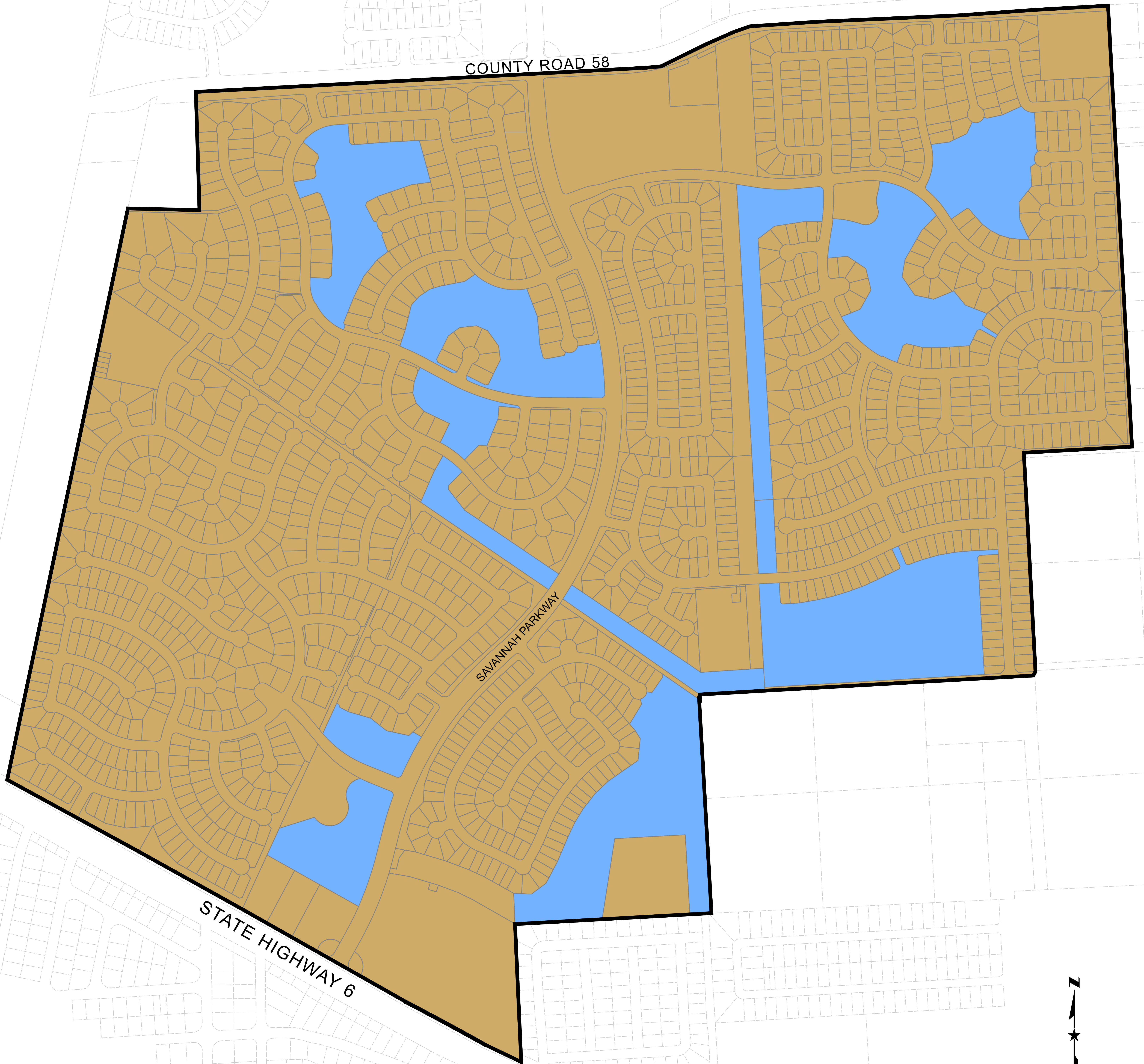
Total Pay: \$71,599.95

Benefits: \$29,653.15

Total: \$101,253.08

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MAP A



THIS EXHIBIT IS INTENDED TO SHOW
THE APPROXIMATE BOUNDARY OF
BCMUD 21. ALL LOT LINES AND STREET
PATTERNS ARE APPROXIMATELY SHOWN.

**BRAZORIA
COUNTY
M.U.D. 21**

EXHIBIT B

Suggested Patrol & Areas of Concern

Precinct 4 Constable's Office – Community Patrol & Support Plan

1. General Patrol & Communication

- Provide regular patrol of the community.
- Submit monthly patrol reports to the Board President (or designated board member) and Community Association Manager.
- Maintain regular communication with the Association.

2. Targeted Monitoring of High-Traffic Areas

(Exact hours to be evaluated and agreed upon as needed)

- Savannah Parkway
- Community Streets
- Splash Pad at 5335 Southern Orchard Lane
- Clubhouse at 14000 Southern Oak Lane
- Main Community Parks
- Soccer Field at 13506 Barton Meadow Lane
- Tunnel located on Savannah Parkway (on foot)

3. Event Support

- Patrol presence at requested community events throughout the year.

4. Clubhouse & Pool Patrol (May–September)

- Increased presence at clubhouse and splash pad parking lots after-hours.
- On-foot patrol every two hours during pool open hours, when feasible.

5. Parking & Vehicle Enforcement

- Carry out law enforcement procedures to address junked and/or abandoned vehicles within the public right-of-ways.

6. Traffic Safety Enforcement

- Take appropriate measures to deter traffic violations, particularly on:
 - Savannah Parkway
 - Post Road 58
 - School zones

7. Community Engagement

- Attend bi-monthly (South) board meetings.