

THE STATE OF TEXAS       §  
  §  
COUNTY OF BRAZORIA     §

**AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES  
BETWEEN  
BRAZORIA COUNTY AND BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 16.**

This Agreement made and entered into by and between **BRAZORIA COUNTY, TEXAS**, acting herein by and through its Commissioners Court ("County"), and **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 16 ("BCMUD 16")**.

**WITNESSETH:**

WHEREAS, the County and the BCMUD 16 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, BCMUD 16. (See attached Amendment Exhibit "B" for map)

WHEREAS, the County and the BCMUD 16 acknowledge that the County shall collect 100 % of the cost for supplying the law enforcement services to the area described above;

WHEREAS, the County and the BCMUD 16 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 3 Constable ("Law Enforcement Official") has law enforcement authority in the BCMUD 16'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:

- A. Area. That Area referred to generally as BCMUD 16 as depicted in Amendment Exhibit "B". In no event shall the defined area exceed the geographical area represented by the BCMUD 16 or the jurisdictional boundaries of the County.
- B. Contract Deputy(ies). The additional Deputy(ies) (whether one or more) provided by the County to the BCMUD 16 to provide the additional law enforcement services contemplated and provided for in this Agreement.
- C. Equipment. Includes but is not limited to: vehicles, uniforms, cellular phones, radios, vest and all other materials and items necessary to carry out the terms of this Agreement and are customary to law enforcement services of Brazoria County Constable Precinct 3.
- D. 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 attending mandated training, is/are on sick leave and receives workers' compensation benefits.

## **ARTICLE II. PURPOSE AND SCOPE**

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.

The scope of work is for the Precinct 3 Constable's Office to provide high-visibility patrol of the community, interact with community occupants and provide bi-monthly reports to the management company and maintain weekly communication with BCMUD 16. It may consist of but not inclusive to:

1. Monitor certain high traffic areas and entrances into the community;
2. Patrol at community events throughout the year when they occur during normal working hours/shift;
3. Monitor subdivision for parking and traffic related issues;
4. Attend monthly board meeting; and
5. All events scheduled outside of normal working hours/shifts, shall be considered "extra job employment" and as such, shall adhere to the Law Enforcement agencies policies and pay schedule.

## **ARTICLE III. TERM**

The term of this Agreement shall be effective at 1:00 AM **August 8, 2024** or the date signed by County, whichever is later and expire on **August 7, 2025** 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, said 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 BCMUD 16, at any time after the BCMUD 16 has defaulted in the payment of any obligation.
- D. It is expressly understood and agreed to by the parties that if the BCMUD 16 shall at any time be in default of any obligation of this agreement, the BCMUD 16 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 BCMUD 16 with the original number of Contract Deputy(ies) shown on Amendment "A," to the Area who will devote at least 90% of working time related to the BCMUD 16's geographical area subject to the provisions of Articles I and V.
- 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 BCMUD 16 at least ten (10) days in advance of the vacation or mandatory training time to be taken by a Contract Deputy(ies).
- D. The Law Enforcement Official, or his representative, shall use reasonable effort to notify the BCMUD 16 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 BCMUD 16'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 BCMUD 16.
- G. The Contract Deputy(ies) shall submit written copies of any offense reports and subsequent copies of investigative reports to the Brazoria County Sheriff's Office and other Law Enforcement Agencies as needed, if in the event that said report is taken.
- H. Any additional Deputies requested by BCMUD 16 not included in this original contract, shall be agreed upon in writing by both parties prior to the additional Deputies services being rendered. This would include, but not limited to, additional full-time, part-time or non-paid personnel. Additional deputies would be subject to approval by the Brazoria County Commissioners Court.

**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 BCMUD 16 or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally. It is also understood the Deputy(ies) shall in no way enforce any HOA rules that may be in conflict with any state or local law.
- 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 BCMUD 16 and/or the residents of the Area, other than to credit the BCMUD 16 the appropriate prorated refund, if any be due, as provided for herein, not inclusive of provisions set out in Article I(D).

#### 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 all federal law 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 BCMUD 16. 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 BCMUD 16 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. Training cost and Certification pay;
  6. Uniforms, munitions, supplies;
  7. Any OVERTIME incurred at the request of the BCMUD 16;
  8. Any OVERTIME incurred because of circumstances related to the Area or this contract;
  9. Death and Dismemberment Insurance; and/or
  10. Cost of Living Adjustments, salary increases or allowances.
- B. Salary. Upon notice by the County to the BCMUD 16 of any such increases and/or additional expenses (whether included on Amendment Exhibit "A" or not), the BCMUD 16 shall pay said increased salary, allowances, benefits, mandatory training and additional expenses etc., in accordance with the provisions contained herein.

**ARTICLE VIII.  
PAYMENT BY BCMUD 16**

- 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 BCMUD 16 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 Exhibit "A.") Both parties acknowledge and agree that the expenses shown therein are an **estimated amount(s)**, 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"). Both parties acknowledge and agree that Contract Deputy salaries are subject to Cost-of-Living-Adjustments ("COLA") and Pay Grade Schedule Step increases on an annual basis.
- C. The BCMUD 16 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 Exhibit "A", including but not limited to, Contract Deputy(ies) overtime, uniforms, equipment, portable cellular phones, mandatory training, vehicles, vehicle equipment, 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 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 BCMUD 16 in accordance with Article VIII of this Agreement;
  - 2. Purchase of the equipment by BCMUD 16 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 BCMUD 16.
- 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, BCMUD 16 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 BCMUD 16 objects to the purchase, County shall have the option to terminate this agreement without notice.
  - 3. BCMUD 16 will not be credited for services not performed due to equipment issues.
  - 4. Objection by BCMUD 16 to the purchase of equipment will not result in automatic default of this Agreement.
- G. Any equipment purchased pursuant to this Agreement shall forever become and remains 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 BCMUD 16 shall be due and payable, without demand, no later than 30 days after the receipt of the invoice. In the event no invoice is received, payment is due 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 BCMUD 16'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.  
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 XI.  
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 Amendments, Exhibits "A" and "B", 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, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**ARTICLE XII.  
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 3  
    Attn.: Constable CB Buck Stevens  
    P.O. Box 2534  
    Pearland, Texas 77588-2534 and to

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

To the BCMUD 16:                      Brazoria County Municipal Utility District No 16  
    Attn.: Joshua Kahn  
    1980 Post Oak Blvd., Suite 1380  
    Houston, Texas 77056

- 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 XIII.  
EXECUTION**

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

**BRAZORIA COUNTY**

*[Signature]*  
L.M. "MATT" SEBESTA, JR.  
County Judge

Date: 8/13/24

*[Signature]*  
Constable CB "Buck" Stevens  
Law Enforcement Official

7-31-24

ATTEST:

*[Signature]*  
County Clerk

**Brazoria County Municipal Utility District No 16**

By: *[Signature]*

Title: President

Date: 7.29.2024

Approved as to form\*:

*[Signature]*  
Brazoria County Assistant District Attorney

\*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  
Exhibit "B" – Map of BCMUD 16**





**AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN  
BRAZORIA COUNTY AND BCMUD 16.**

**Amendment Exhibit "A"  
ESTIMATED SALARY, BENEFITS, COSTS AND FEES**

- A. As referenced in Article IV(A); This contract will be based on typical 40-hour work week.
- B. Additional deputy(ies) may be requested in writing to the Law Enforcement Official by the BCMUD 16 for extra coverage or events on a "per hour rate" as set out in the Law Enforcement Agencies "Extra Job Policy".
- C. As referenced in Article VII and Article VIII; Below is an estimated salary and benefit breakdown at time of agreement:

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

			Full Time
	Salary # of New Positions	2024	
		1	
Salaries		64,802.00	The employee in the position is at a step 9 He will be eligible for approved COLA and projected 3% Step effective 10/01/2023
1 TCDRS - Retirement	1	8,918.00	
2 AUL - Alt Retirement	2	4,059.00	
3 Health Insurance	3	12,000.00	
4 Medicare Taxes	4	978.00	
5 Worker's Compensation	5	763.00	
6 Unemployment Taxes	6	96.00	
7 401(h) Retiree Health	7	1,011.00	
8 Employee Health Clinic	8	600.00	
9 Longevity Pay	9	420.00	
10 Certification Pay	10	\$ 1,200.00	
11 Uniform Pay	11	\$ 1,000.00	
		<u>\$ 95,847.00</u>	

\*\*See how to get cost below

- 1 13 10% of gross income Full time and Regular Part Time Employees
2. Full Time employees - 6.636% of gross wages less TCDILife % reduced April, 2010  
Hourly(Part Time & Temporary) employees - .8% of gross wages
- 3 Full-time 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. (.0015% of gross wages)
7. Full-time employees only (1.50% of gross wages)
8. Employee Health Clinic (\$40 per EE per month)
9. Longevity Pay \$60 per year for every year of service
10. TCLEOSE Advanced Certification Pay
11. Uniform Allowance \$500 twice a year

D. As referenced in Article VII and Article VIII; Below is an estimated cost of equipment and supplies:

**EQUIPMENT and SUPPLIES**

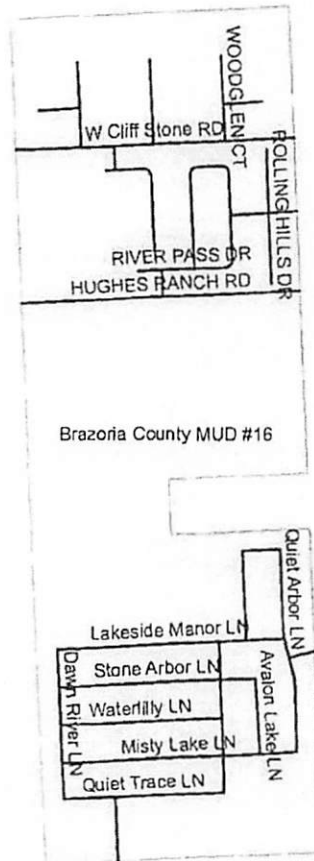
Annual routine maintenance for fleet	\$ 10,000.00
Annual Training, Travel and qualifications	\$ 6,500.00
** Motorola APX 6500 Mobile Radios (2) Replacements	\$ 12,500.00
** Motorola APX 6000 Handheld Radio Replacement	\$ 6,000.00
	\$ 35,000.00

\*\* One time purchase to upgrade two new radios

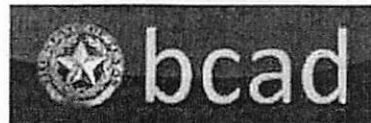
\*Items are listed at list cost and could be less when purchasing through a distributor.

Exhibit B - Map of Area - BC Pct. 3 / BCMUD 16 Agreement

0 0.125 0.25 0.5 Miles



**Brazoria County MUD No. 16**



**BCAD DISCLAIMER :** THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

**QUESTIONS :** CONTACT JOSHUA ASHBURN - GIS SUPERVISOR - BCAD - [jashburn@brazoriacad.org](mailto:jashburn@brazoriacad.org)