THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR THE PROVISION OF TOLL ENFORCEMENT, INCIDENT MANAGEMENT, AND LAW ENFORCEMENT SERVICES ON THE WESTPARK TOLLWAY

This Service Agreement (this "Agreement") is entered into on the ___ day of _____, **2018** by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), the Fort Bend County Toll Road Authority, a local government corporation (the "Authority"), and the Fort Bend County Constable Precinct Three (the "Constable").

RECITALS

WHEREAS, the Authority has determined it is in the Authority's best interest to engage the County for the toll enforcement, incident management, and law enforcement services necessary for the operation of the County's Westpark Tollway ("Westpark"); and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement, and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel; and

WHEREAS, the County and the Authority desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services to a certain area in Fort Bend County, Texas, generally referred to as Westpark, including entrance and exit ramps and toll collection equipment;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Authority and County agree as follows:

I.
SERVICES

Section 1.01. Services. The Constable shall perform at a minimum the toll enforcement, incident management, and law enforcement services more particularly described on **Exhibit A** (the "Services") on Westpark, for the period beginning **October 1, 2018** through and including **September 30, 2019**. The Constable shall not provide less service than described in **Exhibit A** without the prior written consent of the Authority.

Section 1.02. Supervision. The Parties agree that the Constable shall retain primary supervision of the deputies performing Services for Westpark to the same extent as they do with other deputies. However, the Constable intends to assign personnel that will effectively cooperate, communicate and coordinate their law enforcement services with representatives/designees of the Authority. The Parties understand that the Board of Directors, or its representative, intends to inform the Constable whenever, in the Board of Directors' or its

representative's opinion, these primary services are not being provided by any of the Constable's deputies.

Section 1.03. Scheduling. The Constable shall provide the scheduled hours of service per week shown in Exhibit B. Scheduling and delivery of contract services provided herein shall be managed between the Constable and the Authority.

Section 1.04. Non-exclusivity. Calls for service during times that a contract deputy is not scheduled for service shall be placed with any law enforcement agency with jurisdiction in the geographical area.

Section 1.05 Coordination. The Constable agrees to cooperate with other Fort Bend County agencies who also supply law enforcement services for the Authority with regard to: organizing and conducting of specific operations; generation of a combined monthly report; scheduling of the deputies and creation of daily work assignments. The Constable will identify the specific point of contact for purposes of coordination of services and agrees that precinct boundaries within Fort Bend County shall not limit the scope of services to be provided.

II.
COMPENSATION

Section 2.01. The Authority hereby expressly agrees to pay for all of the expenses set forth in **Exhibit B** (the "Contract Amount"). Both parties agree that Exhibit "B" is an estimate of the cost for providing law enforcement service and that actual cost of contract will be reviewed at least semiannually and no more than quarterly, at the discretion of the Fort Bend County Auditor.

Section 2.02. In the event that the estimated amount does not recover the actual cost for providing law enforcement services, the Auditor will send notification of the amount owing no later than thirty (30) days following the end of the period being reported.

Section 2.03. Payment for Services. The Contract Amount shall be due and payable, without demand, no later than the last day of the month in which the current service is provided. Payment shall be made in equal monthly installments as shown in Exhibit B, subject to any adjustments as provided herein.

III.
GENERAL CONDITIONS

Section 3.01. Relationship of Authority and Constable. By signing this agreement, the Constable agrees to provide the Services shown in **Exhibit A**. The Constable expressly retains full and complete authority to supervise the deputies and, in an emergency, determined solely at the Constable's discretion, may assign any deputy to duties other than those to be performed pursuant to this Agreement. The Constable agrees to send notice to the Authority prior to making personnel changes to deputies performing duties under this Agreement. The deputies performing duties under this Agreement shall at all times remain a County employee subject to the same rights and responsibilities as the Constable's other deputies.

Section 3.02. Insurance and Indemnification. Authority shall furnish County with insurance certificate(s) and a copy of each policy that is in effect as of the effective date of this Agreement for verification and approval by the County Risk Management Department. Authority shall provide County subsequent insurance certificates throughout the term of this Agreement upon request. Authority shall carry Commercial General Liability insurance at minimum combined single limits of ($1,000,000 per-occurrence and $2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability each at $1,000,000 per occurrence. Coverages shall be written on per occurrence forms. Policies shall name the County, its elected and appointed officials, agents and employees as additional insureds.

Section 3.03. THE AUTHORITY AGREES FOR ITSELF, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES TO INDEMNIFY THE COUNTY AND TO RELEASE AND HOLD HARMLESS FORT BEND COUNTY, TEXAS AND ALL OF ITS ELECTED AND APPOINTED OFFICIALS, STAFF, EMPLOYEES AND SERVANTS FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES, ATTORNEY'S FEES, COSTS, AND/OR INJURIES, INCLUDING DEATH, THAT THE AUTHORITY, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES MAY SUSTAIN AND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY OUT OF THE COUNTY'S, CONSTABLE'S AND/OR EXTRA DEPUTY'S PERFORMANCE PURSUANT TO THIS AGREEMENT.

Section 3.04. Term and Termination. The term of this Agreement shall be for a one year period commencing on **October 1, 2018** and expiring on **September 30, 2019**, unless sooner terminated pursuant to the terms herein contained. The Authority shall have the option to renew this Agreement, by giving the County written notice of its election not later than thirty (30) days prior to the expiration of the initial term.

Any party may terminate this Agreement at any time, upon thirty (30) days written notice to the other party. In the event of early termination, the County shall receive compensation for the services performed up to the date of termination on a pro-rata per day basis. The Authority does not waive any other remedy allowed under Texas law.

Section 3.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 3.06. Inspection. The Authority and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Upon reasonable notification, the Authority may inspect the books, payrolls, and records kept in relation to any and all Services performed hereunder and to maintain such books, payrolls, and records for at least four years. The Authority and its duly authorized representatives shall have the right to audit such books, payrolls, and records at any reasonable time or times.

Section 3.07. Assignability. This Agreement is not assignable.

Section 3.08. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and County.

Section 3.09. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in Fort Bend County.

Section 3.10. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.11. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority and County and will not be construed to confer any benefit upon any other party.

Section 3.12. 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.

IV.
NOTICE

Section 4.01. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the **County**:
Fort Bend County Judge
401 Jackson, First Floor
Richmond, Texas 77469
ATTN: County Judge

To the **Authority**:
Fort Bend County Toll Road Authority
~~The Muller Law Group c/o Rich Muller~~
~~16555 Southwest Freeway Suite 200~~
~~Sugar Land, TX 77479~~

If any Authority Notification Changes: c/o The Muller Law Group PLLC
202 Century Square Blvd.
Sugar Land, Texas 77478

To the **Constable:**
Constable Precinct Three
22333 Grand Corner Drive, Suite 103
Katy, TX 77494

Section 4.02. Each party may designate a different address by giving at least ten (10) days written notice to the other parties in the manner provided above.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below, but effective **October 1, 2018**.

FORT BEND COUNTY TOLL ROAD AUTHORITY

Chairman, Board of Directors

Date: September 19, 2018

Reviewed:

Law Enforcement Official Signature

Agency: _____

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date: _____

Attest:

Laura Richard, County Clerk

(SEAL)

Approved as to form:

LaNetra S. Lary
Assistant County Attorney

EXHIBIT A
SCOPE OF SERVICES
Fort Bend County Toll Road Authority

It is understood that the primary contractual responsibility of the Constable is to provide an effective law enforcement presence on the Westpark Tollway and to rapidly respond to incidents in order to suppress crime and manage the transportation needs of the public and the Authority.

Recognizing the Authority's core responsibility of collecting revenue for usage of the system, the Constable understands his role in enforcement of toll violations. All parties understand that maintaining a low violation rate is crucial, and through this partnership the Authority can be fiscally responsible to its bond holders, patrons and the County.

All parties understand that the deputies assigned to the system may have duties that are unique to their positions when compared to other law enforcement deputies. These duties/tasks include but are not limited to: providing roadside assistance to motorists, removal of debris on the roadway that might affect public safety and the reporting of issues to the maintenance contractor, traffic control for contractors or maintenance crews. The parties intend that these tasks will be performed unless the deputies' obligation to enforce state and locals laws is called on by the public or another empowered authority.

All parties understand these services shall be provided on the main-lanes of the system as well as the service roads or any adjacent street that provides direct access to the system and may affect the toll road corridor. If an incident such as an accident or non-construction issue arises to close any section of the main-lanes, the Constable intends to staff the service road intersections as needed and/or any other detour to ensure traffic can continue to move through the affected area.

EXHIBIT B - Attached

Fort Bend County

Constable Contract Deputy Budget Proposal

Westpark Tollway (FBCTRA)

For the 12 Month Period of

October 1, 2018 through September 30, 2019

Description		Estimated Costs
Salary (2) 40/80 Hour Deputy		102,290
Holiday		1,570
Leave		-
Overtime		-
3.00% Cost of Living		3,120
Certification		3,280
Longevity		660
FICA/Medicare		8,490
Retirement		13,230
Group Insurance		20,400
Workers' Comp./Unemployment		1,110
Total Salary & Fringe Benefits		154,150
Fees		460
Administration Fee		7,710
Travel		
Officer Training		600
Property & Casualty Coverage		3,110
Operating Supplies		
Materials & Supplies		200
Officer Training Supplies		300
Uniforms		1,500
Property & Equipment		1,000
Communications Equipment/Service		910
Fuel	est miles	13,460
Automobile Capital Mileage	53840	27,460
Automobile Maintenance & Repair		8,080
Total Estimated Cost		**218,940**
95% of Estimated Cost		**207,990**
Monthly Payment*		**17,330**
* Paid quarterly by bank transmittal - approximately :		51,990

All costs estimated in Exhibit A are subject to adjustment by the Fort Bend County Auditor in accordance with the terms of the executed Agreement. Actual cost of the contract will be reviewed at least semiannually and no more than quarterly, at the discretion of the Fort Bend County Auditor. The review and notice of payment changes shall be sent to the Association's contacts listed below:

Email Address _____ Name _____

Email Address _____ Name _____

LEA Initial _____ HOA/MUD Initial _____

EXHIBIT A

SH
6/11/2018