THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND GRAND LAKES COMMUNITY ASSOCIATION

This Agreement, made and entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Grand Lakes Community Association ("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 to a certain Area in Fort Bend County, Texas, generally referred to as Grand Lakes, as authorized by Section 351.061, Texas Local Government Code;

WHEREAS, the County and the Association acknowledge that County shall collect 100 percent of the cost for supplying the law enforcement services, less the amount prorated for time divided between service to Association and service to County;

WHEREAS, the County and the Association agree that payment for law enforcement services shall be 95% all of the costs and additional expenses the County will incur for providing such additional law enforcement services for the contract period and that the 5% not assessed to Association is the amount prorated for time divided between service to Association and service to County;

WHEREAS, the Fort Bend County Sheriff ("Law Enforcement Official") has law enforcement authority in the Association's geographical area;

WHEREAS, the County and the Law Enforcement Official desire 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 within the geographical boundaries of Grand Lakes. In no event shall the defined Area exceed the geographical area represented by the Association or the jurisdictional boundaries of the County.
B. Contract Deputy(ies). Means 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.

2/25/11 2 originals returned to Mandi at Commissioner Pct 3

C. Working Time. Means the usual or normal hours (including overtime) that a Contract Deputy(ies) is required by the Law Enforcement Official to work in any calendar month. In addition, working time includes ninety five percent (95%) of the time the Contract Deputy(ies) is on vacation leave, is 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 herein contained.

ARTICLE III.
TERM

The term of this Agreement shall be effective at 12:01 a.m. on date signed by County and expire on **September 30, 2011** at 12:00 a.m., unless sooner terminated pursuant to the terms herein contained.

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, 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 herein.

B. 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 hereunder.

C. It is expressly understood and agreed to by the parties that if the Association shall at any time be in default of any obligation hereunder, 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.

D. 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 hereunder.

E. 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.

F. The Association shall have the option to renew this Agreement, upon the terms and conditions mutually agreed to in writing by both parties, by giving the County written notice of its election not later than thirty (30) days prior to the expiration of the initial term.

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 Exhibit "A,"** to the Area who will devote at least 95 % of working time related to the Association's geographical area.

B. The Contract Deputy(ies) shall perform his/her duties under this Agreement in full compliance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office.

C. The Law Enforcement Official, or his representative, shall endeavor 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 endeavor 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 is not limited to: 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 Association.

G. The Contract Deputy(ies) performing the duties hereunder shall promptly notify the Fort Bend County Sheriff's Office of the receipt and response to a complaint constituting a felony offense and shall secure and preserve the scene of the offense for a reasonable time until the arrival of a representative of the Fort Bend County Sheriff's Office.

H. In the event the Area is within the incorporated limits of a municipality, the Contract Deputy(ies) shall also submit written copies of any felony offense reports and subsequent copies of investigative reports to the municipal police department that serves the Area.

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), if any, 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), if any, 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:

1. In the event the Law Enforcement Official does not assign the Contract Deputy(ies) to devote at least 95 % of his/her Working Time to the Area;
2. In the event the Contract Deputy(ies) is removed from the Area by the Law Enforcement Official; and/or
3. If for some other reason the Contract Deputy(ies) does not devote at least 95% of his/her Working Time to the Area for the term of this Agreement; then and in that event, Fort Bend County shall have no liability *whatsoever* to the Association and/or the resident's of the Area, other than to credit the Association an appropriate 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 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 appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office; provided, however, that, while Fort Bend County shall be responsible for the acts and omissions of its employees, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas and, particularly, 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 ASSOCIATION, AND COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.

C. The County 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 95% 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. Social Security;
2. Medicare;
3. Retirement;
4. Workers Compensation/unemployment;
5. Health and Life Insurance;
6. Certification pay;
7. Any overtime incurred at the request of the Association;

8. Any overtime incurred because of circumstances related to the Area;
9. Death and Dismemberment Insurance; and/or
10. 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 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 Fort Bend County and shall be delivered to the Fort Bend County Auditor, 301 Jackson Street, 5th Floor, Richmond, Texas 77469, and the Auditor then will ensure that the payments are directed to the Office of the County Treasurer for proper receipt.

B. The Parties ratify and confirm that the **Agreement for Additional Law Enforcement Services between Fort Bend County and Grand Lakes Community Association effective October 1, 2009 to September 30, 2010** shall govern payment for any law enforcement services provided since October 1, 2010, but prior to the effective date of this Agreement.

C. The Association agrees to pay Fort Bend County in accordance with Contract Deputy(ies) Cost Worksheet for all presently known expenses for services provided beginning the effective date of this contract. See attached Exhibit "A." Both parties acknowledge and agree that the expenses shown therein are an **estimate amount**, used by Fort Bend County to assess 95% (ninety five percent) of the cost to the County for supplying the additional law enforcement services ("Contract Amount").

D. The Association hereby expressly agrees to pay for 95% 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(ies) overtime, uniforms, equipment, portable cellular phones, vehicles, vehicle maintenance and/or vehicle appearance. Said Cost to be 95%of the allocated costs as determined by the County Auditor.

E. Actual cost of contract will be reviewed at least semiannually and no more than quarterly, at the discretion of the Fort Bend County Auditor. Proper notification of any changes will be sent no later than thirty (30) days following the end of the period being reported. The Contract Amount shall be due and payable, without demand, in twelve (12) equal monthly installments before the 1st day of each month during the term of this Agreement.

F. In the event that any additional equipment, including but not limited to vehicles, uniforms, cellular phones, radios, etc., is necessary to carry out the terms of this Agreement, the Association, at its option, may purchase the equipment and donate it to the County or the Association may provide the County, in advance, with the funds and have the County purchase the equipment.

1. In the event that the Association purchases the equipment and donates it to the County, the equipment must meet the County's standards and be approved by the Law Enforcement Official before being used by the Contract Deputy(ies).
2. In the event that the Association desires to provide the County with the funds, in advance, to purchase the equipment, all County procedures must be followed.
3. Regardless of which option the Association chooses, the equipment shall forever become and remain the sole property of the County and shall remain the sole property of the County, even upon termination, for any reason, of this Agreement.

G. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

H. 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 Association's obligations to make timely payments.

ARTICLE IX.
ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X.
INDEMNITY AND HOLD HARMLESS

A. **THE ASSOCIATION 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 ASSOCIATION, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES MAY SUSTAIN AND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY OUT OF THE COUNTY'S, LAW ENFORCEMENT OFFICIAL'S AND/OR EXTRA DEPUTY(IES)'S PERFORMANCE PURSUANT TO THIS AGREEMENT.**

B. Association shall furnish County with insurance certificates(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. Association shall provide County subsequent insurance certificates throughout the term of the Agreement upon request. Association 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.

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 Exhibit "A" and that this Agreement supersedes all prior communications and negotiations between 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 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 facsimile, with verification, as follows:

To the **County**: Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

To the **Association**: Grand Lakes Community Association
c/o PCMI
15995 N. Barkers Landing, Suite 162
Houston, Texas 77079

B. Either 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 XIV.
THIRD PARTY APPROVAL MAY BE REQUIRED

A. In the event that the Area lies within the corporate limits of any incorporated city, it is understood and agreed to by the parties that pursuant to Section 351.067, Texas Local Government Code, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city ("City") within which corporate limits the Area lies.

B. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City.

C. It is further understood and agreed to by the parties that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

ARTICLE XV.
EXECUTION

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

FORT BEND COUNTY

Robert E. Hebert, County Judge
Date: 2-22-2011

Approved:

Milton Wright, Sheriff

ATTEST:

Dianne Wilson, County Clerk

COMMISSIONERS COURT
STATE OF TEXAS
FORT BEND COUNTY, TEXAS

GRAND LAKES COMMUNITY ASSOCIATION

By:
Title: President
Date: 1/28/11

Attachment: Exhibit "A" – Cost Estimate Sheet

MTR/nm: CINCO.Association.Pct 3.: 3042- (09/10/10); revised 12.22.2010

Fort Bend County

Sheriff Contract Deputy Budget Proposal

Grand Lakes Community Association

For the 12 Month Period of

October 1, 2010 through September 30, 2011

Description	10/1/2010 thru 9/30/2011
Salary (4) 40/80 Hour Deputy	171,760
Holiday	7,930
Leave	3,300
Overtime	3,100
Certification	4,910
Longevity	840
FICA/Medicare	14,680
Retirement	20,520
Group Insurance	38,000
Workers' Comp./Unemployment	2,300
Total Salary & Fringe Benefits	267,340
Fees	
Administration Fee	13,370
Travel	
Officer Training	200
Other Rentals/Leases	
Office Supplies	
Operating Supplies	
Materials & Supplies	300
Officer Training Supplies	600
Uniforms	2,000
Property & Equipment	
Communications Equipment	
Fuel	21,330
Automobile Capital Mileage	32,580
Automobile Maintenance & Repair	7,930
Total Estimated Cost	**345,650**
95% of Estimated Cost	**328,370**
Monthly Payment*	**27,360**

*Payments are due by the 1st of the month in which services will be received.

tj
12/17/2010

Attachment A