

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN HARRIS COUNTY AND  
TOMBALL INDEPENDENT SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into by and between **HARRIS COUNTY, TEXAS** hereinafter referred to as the “County,” acting by and through its governing body, the Harris County Commissioners Court, and the **TOMBALL INDEPENDENT SCHOOL DISTRICT** (the “District”) acting by and through its governing body.

**RECITALS:**

This Agreement is made pursuant to chapter 791 of the Texas Government Code, which authorizes contracts between counties and school districts for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Mark Herman (the “Constable”) to provide law enforcement services within District’s geographical area as further defined in Exhibit “A”.

**NOW THEREFORE**, the County and the District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**TERMS:**

I.  
TERM

1.1 The services to be performed under this Agreement shall begin on March 11, 2023, and end on September 30, 2023. This Agreement can be terminated sooner in accordance with the provisions of Section IV.

II.  
SERVICES

2.1 The County agrees to authorize the Constable to provide 4 officer(s) to devote one hundred percent (100 %) of their working time to provide law enforcement services. “Law enforcement services” include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, transporting suspects, protecting District property, protecting the safety and welfare of persons and duties detailed in Exhibit “B.” Services shall relate to the District’s geographical area (the “area”), as further defined in Exhibit “A”, attached hereto and made a part hereof. The Constable may further authorize services in the boundaries of the District and areas under the control of the District provided that the Constable shall retain control and supervision of the officers performing services under this agreement to the same extent as he does other officers.

2.2 As used herein, the phrase “working time” is defined as follows: the usual or normal hours that the Constable’s officers are required to work in any calendar month, and does not include any extra or overtime work. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such times when officers are not available. Vacation and sick leave are earned through County service, and funeral leave is a benefit available to County employees. Therefore, “working time” shall not include vacation, sick leave, funeral leave or other county-benefit leave, and it is not anticipated that the Constable will authorize substitute officers to work within the area when the regularly assigned officers are not available.

2.3 The Constable shall retain control and supervision of the officers performing services under this agreement to the same extent as he does other officers. The District understands and agrees that this Agreement is not intended, nor shall it be construed, to obligate the Constable to assign officers to devote any portion of their working time to the area, including but not limited to circumstances like officer funerals and natural disasters.

2.4 The District shall provide to the officers copies of the District’s guidelines and policies relating to absenteeism and implement any necessary training in that regard. The District shall neither request nor require the officers to take actions with respect to absent students that are not authorized by law or the District’s guidelines and policies. An officer who has probable cause to believe that a child is in violation of the compulsory school attendance law may take the child into custody for the purpose of returning the child to the school campus of the child to ensure the child’s compliance with compulsory school attendance requirements.

### III. CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of \$247,677.00 for 4 officer(s) for a total sum of TWO HUNDRED FORTY SEVEN THOUSAND, SIX HUNDRED SEVENTY SEVEN AND NO/100 DOLLARS (\$247,677.00) to be used by the County for the purpose of paying one hundred percent (100%) of the full-time equivalent cost to the County for supplying the law enforcement services, including salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the services under this Agreement.

The District agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

September 20, 2022	\$ .00
October 20, 2022	\$ .00
November 20, 2022	\$ .00
December 20, 2022	\$ .00
January 20, 2023	\$ .00
February 20, 2023	\$25,877.00

March 20, 2023	\$36,967.00
April 20, 2023	\$36,967.00
May 20, 2023	\$36,967.00
June 20, 2023	\$36,967.00
July 20, 2023	\$36,967.00
August 20, 2023	\$36,965.00

The monthly installments are due and payable before 10:00 a.m. at the office of the County Treasurer, Dept. 101, P.O. Box, Houston, Texas 77210-4354. If the County provides the option, payment may be made by same time and date by electronic means to an account designated by the County.

Regarding the first payment due on February 20, 2023, the first payment is due on the latter of September 20, 2022 or five (5) days after the District receives a fully executed copy of this Agreement from the County.

#### IV. DEFAULT AND TERMINATION

4.1 The District understands and agrees that if the County does not receive the monthly payments within thirty (30) days of the date due, the County is authorized to terminate this Agreement without further notice. The County's failure to make demand for payments due is not a waiver of the District's obligation to make timely payment.

4.2 If the District defaults in the payment of any obligation hereunder, the District is liable to the County for an interest assessment of one percent (1%) on the unpaid amount. Interest shall thereafter compound monthly at one percent (1%) on unpaid amounts and interest assessments from the date of default until paid. This interest is in addition to any monies due for law enforcement services rendered hereunder. Interest on all past due amounts shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, charged, or received under law. Any interest in excess of that maximum amount shall be refunded. The District is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the District is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the District's sole remedy is termination under Section 4.4.

4.4 Either party may terminate this Agreement prior to the expiration of the term set forth in this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. The County will submit an invoice to the District showing the amounts due for the month in which termination occurs. The District agrees to pay the final invoice within ten (10) days of receipt.

4.5 If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated, less any unpaid amounts and interest under Paragraph 4.2.

4.6 In the event the Constable informs Commissioners Court and the District in writing that due to position vacancy or elimination occurring on or after March 11, 2023, the Constable cannot or will not provide 4 officer(s) to devote one hundred percent (100%) of their working time to provide law enforcement services related to the District's geographical area, and provided that the District has prepaid its sum and further provided that such notice from the Constable identifies that such vacancy or elimination was of a position that served or facilitated service to the District, the District shall receive a refund equal to the number of days between the date of the Constable's notice and a subsequent meeting of Commissioners Court at which Commissioners Court amends or terminates the Agreement.

V.  
NOTICE

5.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To the County: Harris County  
Harris County Administration Building  
1001 Preston, Suite 610  
Houston, Texas 77002  
Attention: Clerk, Commissioners Court

with a copy to: Constable Mark Herman  
Harris County Constable  
6831 Cypresswood Drive  
Spring, Texas 77379

To the District: Tomball Independent School District  
310 S. Cherry Street  
Tomball, Texas 77375  
Attention: Steven Gutierrez, Ed.D

5.2 Either party may designate a different address by giving the other party ten days' written notice.

VI.  
MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

VII.  
MISCELLANEOUS

7.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

7.2 Unless otherwise consented to and approved by Commissioners Court, agreement modifications that increase funding, personnel positions or geographical area can only be approved on a quarterly basis, and the effective date must coincide with the beginning of a pay period. Agreement modifications that decrease funding, personnel positions or geographical area may be approved at a regularly scheduled meeting of Commissioners Court, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

7.3 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

7.4 This Agreement is not in effect until it has been signed by the District and it has received the approval by the Harris County Commissioners Court and the Constable.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN4424

By \_\_\_\_\_  
LINA HIDALGO  
County Judge

Date Signed: \_\_\_\_\_

APPROVED:

[Signature]  
MARK HERMAN  
Harris County Constable Precinct 4

ATTEST:

By [Signature]  
Name: Justin Unsel  
Board Secretary

TOMBALL INDEPENDENT SCHOOL DISTRICT  
(District)

By [Signature]  
Name: Lee McLeod  
President, Board of Trustees

Date Signed: 1/10/22 <sup>mbz</sup>  
1-10-23

APPROVED AS TO FORM:

By [Signature]  
Attorney for School

APPROVED:

By [Signature]  
Superintendent of Schools

Date Signed: 1/10/22 <sup>mbz</sup>  
1/10/23

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH TOMBALL INDEPENDENT SCHOOL DISTRICT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING INTERLOCAL AGREEMENT  
WITH TOMBALL INDEPENDENT SCHOOL DISTRICT  
FOR LAW ENFORCEMENT SERVICES

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$247,677.00, with TOMBALL INDEPENDENT SCHOOL DISTRICT for law enforcement services on a fee basis. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

EXHIBIT "A"



Steven Gutierrez, Ed.D.  
Chief Operating Officer  
(281) 357-3170 x 2077

[tomballisd.net](http://tomballisd.net)

January 5, 2023

*Via Email PDF*

Constable Mark Herman  
c/o Ms. Debi Pack  
Harris County Precinct 4  
6831 Cypresswood Dr.  
Spring, TX 77379

Dear Constable Herman:

This letter is in response to your request for information related to services to be provided to Tomball ISD.

The campuses to be supported by Precinct 4 will include:

Lakewood Elementary School  
15614 Gettysburg Dr.  
Tomball, TX 77377

Creekside Forest Elementary School  
5949 Creekside Forest Dr.  
The Woodlands, TX 77389

Timber Creek Elementary School  
8455 Creekside Green Dr.  
The Woodlands, TX 77389

Creekview Elementary School  
8877 West New Harmony Tr.  
The Woodlands, TX 77375

Please advise if any additional information is required. Thank you.

Respectfully,

*Dr. Steven Gutierrez*  
Chief Operating Officer



## EXHIBIT "B"

### Duties of School Resource Officers

The School Resource Officer (SRO) assists the school administration in maintaining a safe and secure environment. School administrators benefit from the SROs training, knowledge and experience in handling situations involving possible weapons violations or in the identification of controlled dangerous substances. The SRO provides a highly visible presence to deter or identify trespassers on campus. In addition, SROs provide a service to the surrounding community by addressing concerns such as loitering, speeding or loud car radios. SROs are responsible for investigating violations of criminal law and when appropriate make arrests.

It is important to note that SROs are not school disciplinarians. SROs should not be involved in investigating school rule violations: For example, a student cheating on a test. Violations of school rules are the responsibility of the principal and faculty. If a violation of a school rule is also a criminal offense the SRO may conduct a concurrent investigation and take the appropriate action under the policies and procedures set forth by their police agency.

#### DUTIES OF SCHOOL RESOURCE OFFICERS:

1. Abide by school board policies and shall consult with and coordinate activities through the school principal but shall remain fully responsive to the chain of command of the law enforcement agency in all matters relating to employment and supervision.
2. Encourage individual and small group discussions about law enforcement related matters with students, faculty, and parents.
3. **Refrain completely from functioning as a school disciplinarian.** The School Resource Officer is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.
4. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
5. Abide by school board policy and applicable law concerning interviews should it be necessary to conduct formal law enforcement interviews with students or staff on property or at school functions under the jurisdiction of the School Board.
6. Give assistance to officers in matters regarding the duties of SROs whenever necessary.
7. Reaffirm their roles as law enforcement officers by wearing their uniforms, unless doing so would be inappropriate for scheduled school activities. (The uniform will also be worn at events where it will enhance the image of the officers and their ability to perform their duties.)
8. Officers work an eight hour shift that begins when they leave their department and ends when they return to their department. Any additional time must be compensated according to the Fair Labor Standards Act at time and a half.

### POSITION MANAGEMENT REQUEST FORM

Business Unit Name: Pct 4 Constable Mark Herman Business Unit Number: 30400

#### SECTION I – TYPE OF REQUEST

Function	Check Applicable	Comments
Position Update	<input type="checkbox"/>	May require Commissioners Court approval
Position Reclassification	<input type="checkbox"/>	May require Commissioners Court approval
New Position Request	<input checked="" type="checkbox"/>	Requires Commissioners Court approval
Is additional office space required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

#### SECTION II – REASON FOR REQUEST

New Positions for New Contract/ Tomball ISD

#### SECTION III – PROPOSED EFFECTIVE DATE

Proposed Effective Date	<u>02/25/2023</u>	Date must be the beginning of a pay period. For requests requiring Commissioners Court approval, the earliest effective date will be the first pay period after approval.
Grant Effective Date	From: _____ To: _____	

#### SECTION IV – POSITION DATA

Current <i>Use "Pos_List_File" (PCN Download) to complete all fields</i>	Proposed <i>Complete all fields for a new position or change appropriate field(s) for existing position.</i>	
	Number of Positions	4
Position Description (Title)	Position Description (Title-30 Spaces Max)	Deputy VII - Tomball ISD
Job Code Description	Job Code Description	
Position Number	Position Number (HRRM Use Only)	
Company (CS, FC, HC, JV or PA)	Company (CS, FC, HC, JV or PA)	HC
Business Unit	Business Unit	30400
Home Department ID Number	Home Department ID Number	
Location	Location	
Full Time, Part Time or Temporary	Full Time, Part Time or Temporary	Full Time
Budgeted Hours	Budgeted Hours	40
Salary Range Maximum	Salary Range Maximum	37.02
FLSA Code	FLSA Code	Non-Exempt
Reports To Position Number	Reports To Position Number	
Fund Code	Fund Code	1000
Funding Department ID Number	Funding Department ID Number	
Account (Same for all Business Units) <u>510010</u>	Account (Same for all Business Units)	<u>510010</u>
Business Unit PC (Projects or Grants only)	Business Unit PC (Projects or Grants only)	
Project/Grant (Projects or Grants only)	Project/Grant (Projects or Grants only)	
Activity ID (Projects or Grants only)	Activity ID (Projects or Grants only)	
Resource Type (Not currently used)	Resource Type (Not currently used)	

_____ Business Unit Approval (Business Unit Head or Designee)	<u>02/03/2023</u> _____ Date
--	------------------------------------