

April 1, 2021

**The Honorable Judge Lina Hidalgo  
and Members of Commissioners Court**  
Harris County Administration Building  
Houston, Texas 77002

**Honorable Members of Court:**

We respectfully request Commissioners Court approval for execution of an amended Law Enforcement Agreement between Harris County Sheriff's Office and Berkshire Community Association, Inc.

The Association is requesting (1) additional Deputy Position for a total of (2) Deputies to devote (70%) of their working time to provide Law Enforcement Services related to the District's geographical area to become effective May 8, 2021.

This request has been reviewed by the Office of Budget Management and will be subject to review by the County Auditor's Office. Your favorable consideration of the above request is greatly appreciated.

Sincerely,



Ed Gonzalez, Sheriff  
Harris County

Enc: Form 3441  
Supporting Documents

### POSITION MANAGEMENT REQUEST FORM

Business Unit Name: Harris County Sheriff's Office Business Unit Number: 54000

#### 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

#### SECTION II - REASON FOR REQUEST

Requesting 1 Deputy Position for the amendment of the Berkshire Community Association, Inc. contract

#### SECTION III - PROPOSED EFFECTIVE DATE

Proposed Effective Date	<u>05/08/2021</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	1
Position Description		Position Description (30 Spaces Max)	Deputy
Job Code		Job Code (HRRM Use Only)	
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	54000
Home Department ID Number		Home Department ID Number	54060410
Location		Location	811J000
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	35.60
FLSA Code		FLSA Code	N
Reports To Position Number		Reports To Position Number	1001187
Fund Code		Fund Code	1000
Funding Department ID Number		Funding Department ID Number	54060410
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)	

  
Courtney Ball (Apr 6, 2021 14:50 CDT)

Business Unit Approval (Business Unit Head or Designee)

Date

**FIRST AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT  
SERVICES BETWEEN HARRIS COUNTY AND BERKSHIRE COMMUNITY  
ASSOCIATION, INC.**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This First Amendment to Agreement for Law Enforcement Services is entered into by and between **Harris County, Texas** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **Berkshire Community Association, Inc.** (the "Association").

**RECITALS:**

On or about February 12, 2021, the County and the Association entered into an Agreement for the provision of law enforcement services on a fee basis in the geographical area represented by the District defined in Exhibit "A" to the Agreement; and

The County and the Association desire to amend the Agreement to (i) change the number of deputies patrolling the geographical area from 1 deputy(ies) to 2 deputy(ies); and (ii) increase the sum the County is to receive by \$60,733.00.

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

**TERMS:**

1. Section 2.1 of the Agreement is amended to read as follows:

2.1.A Pursuant to County Attorney File No. 20GEN3093, from March 1, 2020, to February 28, 2021, the Sheriff was authorized to provide one (1) deputy to devote seventy percent (70%) of their working time to provide law enforcement services within the Association's geographical area.

2.1.B Beginning on May 8, 2021, and ending on February 28, 2022, unless terminated sooner in accordance with the provisions of Section IV, the County agrees to authorize the Sheriff to provide 2 deputy(ies) to devote seventy percent (70%) of their working time to provide law enforcement services within the Association's geographical area as defined in Exhibit "A" of the original Agreement 20GEN3093.

2. Section 3.1 of the Agreement is amended to read as follows:

For the deputy services indicated in Section 2.1.A and 2.1.B, the Association agrees to pay the County the sum of \$135,100.00 for 2 deputy(ies) for a total sum of ONE HUNDRED THIRTY FIVE THOUSAND, ONE HUNDRED AND NO/100 DOLLARS (\$135,100.00) to be used by the County for the purpose of paying eighty percent (80%) 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 Association 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:

February 20, 2021	\$6,197.00
March 20, 2021	\$6,197.00
April 20, 2021	\$11,155.00
May 20, 2021	\$12,394.00
June 20, 2021	\$12,394.00
July 20, 2021	\$12,394.00
August 20, 2021	\$12,394.00
September 20, 2021	\$12,394.00
October 20, 2021	\$12,394.00
November 20, 2021	\$12,394.00
December 20, 2021	\$12,394.00
January 20, 2022	\$12,399.00

The monthly installments are due and payable before 10:00 A.M. at the office of the County Treasurer, Dept. 101, P.O. Box 4354, 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.

3. All provisions of the Agreement, except as amended herein, shall remain in full force and effect. In the event of a conflict between the Agreement and this First Amendment, the First Amendment shall control.

4. The County executes this First Amendment to Agreement for Law Enforcement Services by and through the County Judge acting pursuant to the Order of Commissioners Court of Harris County, Texas, so authorizing. This First Amendment to Agreement for Law Enforcement Services shall not become effective until executed by all parties hereto.

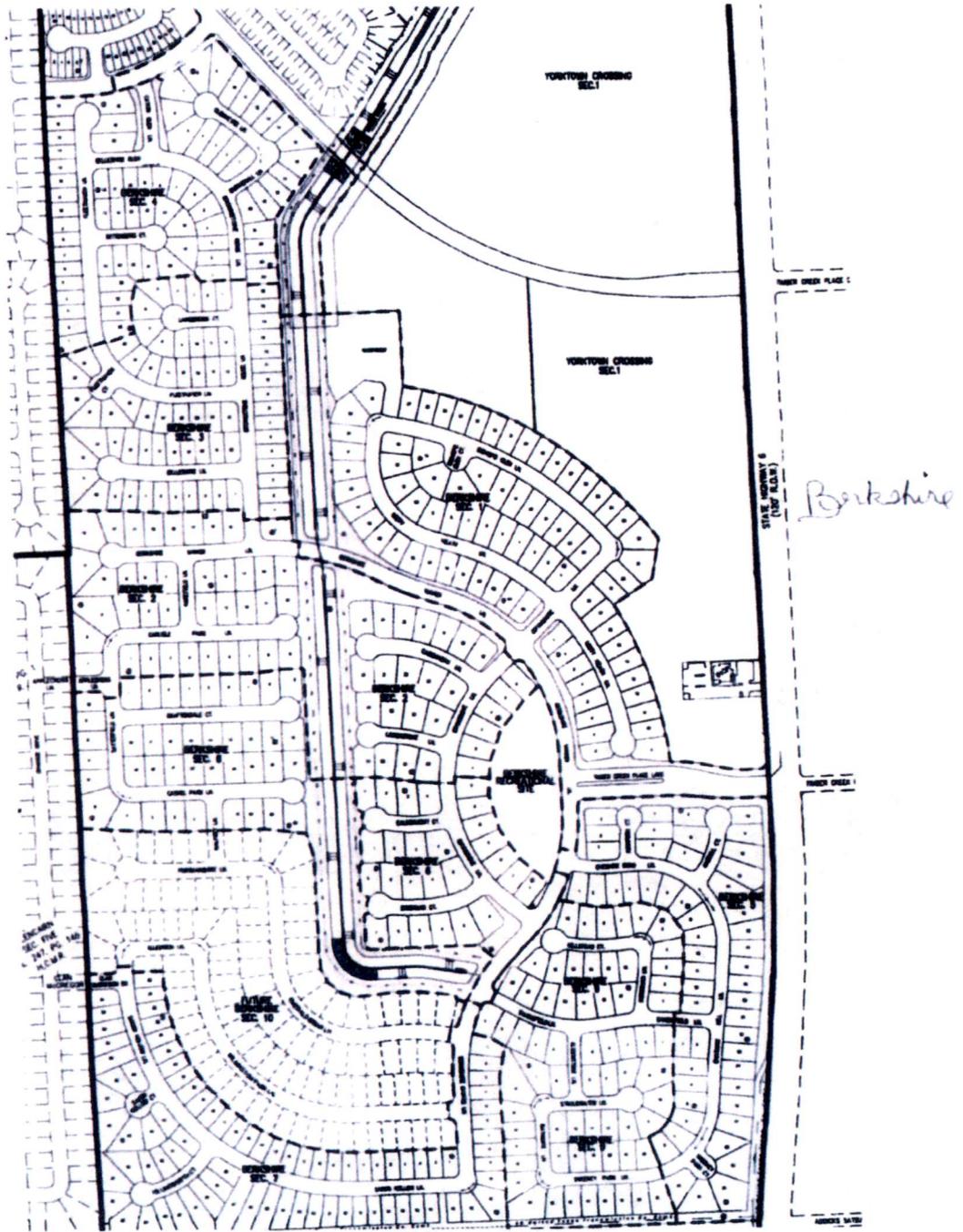
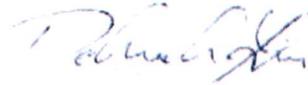


Exhibit A

APPROVED AS TO FORM:

VINCE RYAN  
County Attorney



By \_\_\_\_\_  
DeAnne A. Lin  
Assistant County Attorney  
C.A. File No. 21GEN0549  
Amends 20GEN3093

HARRIS COUNTY

By \_\_\_\_\_  
LINA HIDALGO  
County Judge  
Date Signed: \_\_\_\_\_

APPROVED:



ED GONZALEZ  
Harris County Sheriff

ATTEST:

BERKSHIRE COMMUNITY  
ASSOCIATION, INC.  
(Association)

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary

By  \_\_\_\_\_  
Name: Michael Quast  
Title: Agent  
Date Signed: 3/17/2021

*Barry signed electronically 3/17/21*

ORDER OF COMMISSIONERS COURT

Authorizing First Amendment to Agreement with Berkshire Community Association, Inc.

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 FIRST AMENDMENT TO AGREEMENT WITH BERKSHIRE COMMUNITY ASSOCIATION, INC. 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. Cagle	<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:

- The Harris County Judge is authorized to execute on behalf of Harris County a First Amendment to Agreement for Law Enforcement Services, for a total Agreement sum of \$135,100.00, with BERKSHIRE COMMUNITY ASSOCIATION, INC. for law enforcement services on a fee basis. The First Amendment to Agreement for Law Enforcement Services is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
- All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.