AGREEMENT BETWEEN HARRIS COUNTY and CRIME STOPPERS OF HOUSTON, INC. FOR A SAFE COMMUNITY PROGRAM

Precinct 4

THIS AGREEMENT is made and entered by and between **Harris County**, a body politic and corporate under the laws of the State of Texas (the "County") and **Crime Stoppers of Houston, Inc.**, a Texas non-profit corporation ("Crime Stoppers").

Recitals

Crime Stoppers is a "crime stoppers organization" as defined by section 351.901 of the Texas Local Government Code, whose purpose includes paying rewards to persons who report to Crime Stoppers information about criminal activity, and forwarding the information to the appropriate law enforcement agency; and

Crime Stoppers operates a Safe Community Program that works is a robust, comprehensive program dedicated to crime prevention across the community; and

The County, having a population of one million or more, is authorized to donate an amount not to exceed \$100,000.00 in a calendar year to crime stoppers or crime prevention organizations pursuant to Tex. Loc. Gov't Code Ann. § 351.901(b)(2); and

NOW, THEREFORE, in consideration of the premises, and the mutual agreements contained herein, it is agreed between the parties hereto that:

Terms

I.

The County agrees to donate and pay to Crime Stoppers the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the "Donated Funds"). This amount shall be paid to Crime Stoppers within thirty days of the approval and execution of this Agreement by the parties.

II.

Crime Stoppers agrees to receive and use the Donated Funds in support of its Safe Community Program. It is agreed that the purpose of the Safe Community Program is to prevent crime by educating citizens through in-person presentations, trainings, community events, and written material. In addition to providing presentations and trainings in-house, Crime Stoppers of Houston has become a hub for other agencies working towards community safety in their respective fields including human trafficking, child abuse, domestic violence, animal cruelty, and more. All the Donated Funds must be used in support of the Safe Community Program for programming located in Harris County, Texas.

Prior to execution of this Agreement, Crime Stoppers has been advised by the County and Crime Stoppers clearly understands and agrees, such understanding and agreement being of absolute essence to this Agreement, that the County has available the total maximum sum of \$25,000.00 specifically allocated to fully discharge any and all liabilities that may be incurred by the County, including any and all costs for any and all things or purposes, inuring under or out of this Agreement, irrespective of the nature thereof, and notwithstanding any word, statement or thing contained in or inferred from other provisions of this Agreement, which might in any light by any person be interpreted to the contrary. Crime Stoppers further understands and agrees, said understanding and agreement also being of the absolute essence to this Agreement, that the total maximum sum Crime Stoppers may become entitled to hereunder, and the total maximum sum that the County is liable to pay Crime Stoppers hereunder does not under any conditions, circumstances or interpretations exceed the sum of \$25,000.00.

IV.

It is agreed that the services to be performed by Crime Stoppers are under Crime Stoppers sole supervision, management, direction, and control. It is expressly understood that Crime Stoppers, its directors, officers and employees are not employees of the County and that all amounts paid under this Agreement are solely as a donation to Crime Stoppers for the purposes stated herein.

V.

Crime Stoppers shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. Crime Stoppers cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

VI.

Any notice permitted or required to be given to Crime Stoppers by the County may be given by certified United States Mail, return-receipt requested, postage prepaid, addressed to the following:

Crime Stoppers of Houston, Inc.
Attn.: Justin Vickrey, Chairman of the Board
P. O. Box 541654
Houston, Texas 77254-1654

Any notice permitted or required to be given by Crime Stoppers to County may be given by certified United States Mail, return-receipt requested, postage prepaid, addressed to the following:

Harris County Commissioners Court Attn.: County Commissioner R. Jack Cagle 1001 Preston, Ninth Floor Houston, Texas 77002

Notices are deemed given and completed upon deposit in the United States Mail. Either party may change its address by sending written notice of such change to the other party in the manner provided for above.

VII.

The entire Agreement between the parties is contained herein and no change or modification of this Agreement shall be valid or enforceable unless it is in writing and signed by all parties.

EXECUTED for and on behalf of the parties as follows:

HARRIS COUNTY		CRIME STOPPERS OF HOUSTON, INC.		
By:		By: Justi Vikin 9/2/2022		
LINA HIDALGO	(date)	Justin Vickrey (date)		
County Judge		Chairman of the Board		

APPROVED AS TO FORM

CHRISTIAN D. MENEFEE County Attorney

By: <u>Sarah Hodges</u>
Sarah Hodges

Assistant County Attorney C.A. File No.: 22GEN3285

ORDER OF COMMISSIONERS COURT AUTHORIZING AGREEMENT WITH CRIME STOPPERS OF HOUSTON, 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 busin	ness, the	e follow	ing was transacted:			
ORDER AUTHORIZI WITH CRIME STOPPER FOR A SAFE COMMI	S OF H	OUST	ON, INC.			
CommissionerCommissioners Court adopt the order. Commission motion for adoption of the order. The motion, carreby the following vote:	oner _		seconded the			
Judge Lina Hidalgo Comm. Rodney Ellis Comm. Adrian Garcia Comm. Tom S. Ramsey, P.E. Comm. R. Jack Cagle	Yes	No	Abstain □ □ □ □ □ □ □ □ □			

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 County Judge of Harris County is authorized to execute, for and on behalf of Harris County, an Agreement in an amount not to exceed \$25,000.00 with Crime Stoppers of Houston, Inc. for a safe community program. The Agreement is incorporated herein by reference and made a part of this order for all intents and purposes as though 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.