

# HARRIS COUNTY CONSTABLE, PRECINCT ONE FY 2022-23 CONTRACT RENEWALS

## FISCAL SUMMARY

October 1, 2022 - September 30, 2023

Contracts on the September 27, 2022 Commissioners Court Agenda

Contracting Entity/Association	C.A. File No.	DATE LAST APPROVED IN COMMISSIONERS COURT	CONTRACTING ENTITY %	GENERAL FUND %	# OF STAFF	POSITION TYPE	REVENUE FY 22-23
<b>Service Impacted:</b>							
<b>MENTAL HEALTH SPECIAL OPERATIONS DIVISION:</b>							
Behavioral Health Connections, Inc.	22GEN2736	02.08.2022	80	20	2	Deputy	\$177,400.00
Gulf Coast Division, Inc.	22GEN2911	02.08.2022	80	20	2	Deputy	\$177,400.00
Memorial Hermann Health System	22GEN2923		100	0	2	Deputy	\$221,800.00
Westpark Springs, LLC	22GEN2922	02.08.2022	100	0	2	Deputy	\$221,800.00
<b>PATROL OPERATIONS DIVISION:</b>							
Avalon Property Owners Association, Inc.	22GEN2908	02.22.2022	80	20	3	Deputy	\$266,100.00
Braeswood Place Homeowners Association	22GEN2951	02.08.2022	80	20	5	Deputy	\$443,500.00
Campus Park Patrol Club	22GEN2909	02.08.2022	80	20	1	Deputy	\$88,700.00
Forest Hills Municipal Utility District	22GEN2952	02.22.2022	70	30	1	Deputy	\$77,600.00
Garden Oaks Civic Club, Inc.	22GEN2910	02.08.2022	80	20	1	Deputy	\$88,700.00
Harris County Municipal Utility District No. 118	22GEN2912	02.08.2022	80	20	4	Deputy	\$354,800.00
Harris County Municipal Utility District No. 119	22GEN2953	02.08.2022	80	20	3	Deputy	\$266,100.00
Houston Heights Association	22GEN2954	02.08.2022	80	20	4	Deputy	\$354,800.00
Houston Society for the Prevention of Cruelty to Animals (Houston SPCA)	22GEN2956	02.22.2022	70	30	2	Deputy	\$155,200.00
Lynn Park Civic Association	22GEN2913	02.08.2022	80	20	2	Deputy	\$177,400.00
Mandell Winlow Security Foundation Nonprofit Corporation	22GEN2914	02.08.2022	80	20	2	Deputy	\$177,400.00
Mount Houston Road Municipal Utility District	22GEN2915	02.08.2022	70	30	3	Deputy	\$232,800.00
Museum Area Municipal Association	22GEN3301	02.08.2022	80	20	1	Deputy	\$88,700.00
Near Northwest Management District	22GEN3226	02.08.2022	70	30	1	Sergeant	\$155,200.00
					1	Deputy	
Near Northwest Management District	22GEN3233	02.08.2022	80	20	2	Deputy	\$177,400.00
Oak Estates Homeowners Association (OEHA, Inc.)	22GEN2916	02.08.2022	80	20	2	Deputy	\$177,400.00
Oaks of Inwood Community Improvement Association	22GEN2917	02.08.2022	70	30	1	Deputy	\$77,600.00
Property Owners Association of Willow Springs (Houston), Inc.	22GEN2957	02.22.2022	70	30	1	Deputy	\$77,600.00
Rice Area Constable Service	22GEN2918	02.08.2022	80	20	1	Deputy	\$88,700.00
Rice Military Civic Club	22GEN2958	02.08.2022	80	20	2	Deputy	\$177,400.00
River Oaks Property Owners, Inc. *	22GEN3265		80	20	3	Deputy	\$266,100.00
Royden Oaks Association of Property Owners	22GEN2919	02.08.2022	80	20	3	Deputy	\$266,100.00
Shepherd Park Plaza Civic Club, Inc.	22GEN2920	02.08.2022	80	20	2	Deputy	\$177,400.00
Vermont Commons Security Foundation	22GEN2921	02.08.2022	80	20	1	Deputy	\$88,700.00

# HARRIS COUNTY CONSTABLE, PRECINCT ONE

## FY 2022-23 CONTRACT RENEWALS

### FISCAL SUMMARY

October 1, 2022 - September 30, 2023

Contracts on the September 27, 2022 Commissioners Court Agenda

Contracts on the September 27, 2022 Commissioners Court Agenda							REVENUE
		DATE LAST APPROVED IN COMMISSIONERS COURT	CONTRACTING ENTITY %	GENERAL FUND %	# OF STAFF	POSITION TYPE	FY 22-23
Contracting Entity/Association	C.A. File No.						
Service Impacted:							
Woodland Heights Civic Association, Inc.		02.22.2022	80	20	2	Deputy	\$177,400.00
DOWNTOWN COURTHOUSE SECURITY OPERATIONS DIVISION:							
SJ Medical Center, LLC DBA St. Joseph Medical Center	22GEN3227	02.22.2022	100	0	1	Deputy	\$110,900.00
TOTAL					63		\$5,588,100.00

\*Items have been submitted to (Budget Management) Position Letters for review and approval for placement onto the Commissioners Court Agenda.

To: County Judge Hidalgo and  
Commissioners Ellis, Garcia,  
Ramsey, and Cagle

From: Constable Alan Rosen  
Harris County Precinct One

Re: Law enforcement agreements

Date: September 27, 2022

Request for approval of amendments to law enforcement agreement(s) with:

Entity	Select One			Current # of Staff	PN #	Title	Effective Date	Comments
	70%	80%	100%					
Behavioral Health Connections, Inc.		X		2	10007790 10007792	Deputy Deputy	10/01/2022 10/01/2022	
Gulf Coast Division, Inc.		X		2	10007853 10007856	Deputy Deputy	10/01/2022 10/01/2022	
Memorial Hermann Health System			X	2		Deputy Deputy	10/01/2022 10/01/2022	
Westpark Springs LLC			X	2	10007714 10007715	Deputy Deputy	10/01/2022 10/01/2022	

Authorized by:

 9/19/22  
(Department Head)

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **BEHAVIORAL HEALTH CONNECTIONS INC. Formerly CYPRESS CREEK HOSPITAL, INC. AND WEST OAKS HOSPITAL, INC.** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 2 officer(s) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$177,400.00 for 2 officer(s) for a total sum of ONE HUNDRED SEVENTY SEVEN THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$177,400.00) 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:

September 20, 2022	\$14,787.00
October 20, 2022	\$14,783.00
November 20, 2022	\$14,783.00
December 20, 2022	\$14,783.00
January 20, 2023	\$14,783.00
February 20, 2023	\$14,783.00
March 20, 2023	\$14,783.00
April 20, 2023	\$14,783.00
May 20, 2023	\$14,783.00
June 20, 2023	\$14,783.00

July 20, 2023	\$14,783.00
August 20, 2023	\$14,783.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 2 officer(s) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Behavioral Health Connections Inc. Formerly Cypress Creek  
Hospital, Inc. and West Oaks Hospital, Inc.  
1350 N. Buckner Blvd. Ste. 100  
Dallas, Texas 75218  
Attention: Executive Director, Terri Haskett

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.



APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2736

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

BEHAVIORAL HEALTH CONNECTIONS  
INC. Formerly CYPRESS CREEK HOSPITAL,  
INC. AND WEST OAKS HOSPITAL, INC.  
(Association)

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

By Terri Haskett  
Title: Executive Director

Date Signed: 8/31/22

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH BEHAVIORAL HEALTH CONNECTIONS INC. Formerly CYPRESS  
CREEK HOSPITAL, INC. AND WEST OAKS HOSPITAL, 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 AGREEMENT  
WITH BEHAVIORAL HEALTH CONNECTIONS INC. Formerly CYPRESS CREEK  
HOSPITAL, INC. AND WEST OAKS HOSPITAL, 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$177,400.00, with BEHAVIORAL HEALTH CONNECTIONS INC. Formerly CYPRESS CREEK HOSPITAL, INC. AND WEST OAKS HOSPITAL, INC. for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **GULF COAST DIVISION, INC.** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

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

### **TERMS:**

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1.1 The services to be performed under this Agreement shall begin on October 1, 2022, 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 2 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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.

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May 20, 2023	\$14,783.00
June 20, 2023	\$14,783.00
July 20, 2023	\$14,783.00



August 20, 2023      \$14,783.00

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.

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

#### IV. DEFAULT AND TERMINATION

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4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 2 deputy(ies) to devote eighty

percent (80%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Gulf Coast Division, Inc.  
3737 Buffalo Speedway Ste. 1400  
Houston, Texas 77098  
Attention: Troy Villarreal

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2911

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

GULF COAST DIVISION, INC.  
(Association)

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

By [Signature]  
Title: President  
Date Signed: August 16, 2022



**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH GULF COAST DIVISION, 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 AGREEMENT  
WITH GULF COAST DIVISION, 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$177,400.00, with GULF COAST DIVISION, INC. for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **MEMORIAL HERMANN HEALTH SYSTEM** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, and end on September 30, 2023. This Agreement can be terminated sooner in accordance with the provisions of Section IV.

#### **II. SERVICES**

21 The County agrees to authorize the Constable to provide 2 officer(s) to devote one hundred percent (100%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

22 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.

23 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 Association 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.

24 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$221,800.00 for 2 officer(s) for a total sum of TWO HUNDRED TWENTY ONE THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$221,800.00) 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 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:

September 20, 2022	\$18,487.00
October 20, 2022	\$18,483.00
November 20, 2022	\$18,483.00
December 20, 2022	\$18,483.00
January 20, 2023	\$18,483.00
February 20, 2023	\$18,483.00
March 20, 2023	\$18,483.00
April 20, 2023	\$18,483.00
May 20, 2023	\$18,483.00
June 20, 2023	\$18,483.00
July 20, 2023	\$18,483.00

August 20, 2023      \$18,483.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1      The Association 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 Association's obligation to make timely payment.

4.2      If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3      If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 2 officer(s) to devote one



hundred percent (100%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Memorial Hermann Health System  
909 Frostwood  
Houston, Texas 77024  
Attention: AVP, Behavioral Health

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney


HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2923

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

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


APPROVED:

  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

MEMORIAL HERMANN HEALTH SYSTEM  
(Association)

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

By   
Title: VP Care Coordination & Hospital Medicine

Date Signed: 8/17/22

Don P.  
Walker

Digitally signed  
by Don P. Walker  
Date: 2022.08.16  
14:12:26 -05'00'

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH MEMORIAL HERMANN HEALTH SYSTEM

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 AGREEMENT  
WITH MEMORIAL HERMANN HEALTH SYSTEM  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$221,800.00, with MEMORIAL HERMANN HEALTH SYSTEM for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **WESTPARK SPRINGS LLC** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 2 deputy(ies) to devote one hundred percent (100%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$221,800.00 for 2 deputy(ies) for a total sum of TWO HUNDRED TWENTY ONE THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$221,800.00) 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 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:

September 20, 2022	\$18,487.00
October 20, 2022	\$18,483.00
November 20, 2022	\$18,483.00
December 20, 2022	\$18,483.00
January 20, 2023	\$18,483.00
February 20, 2023	\$18,483.00
March 20, 2023	\$18,483.00
April 20, 2023	\$18,483.00
May 20, 2023	\$18,483.00
June 20, 2023	\$18,483.00
July 20, 2023	\$18,483.00

August 20, 2023      \$18,483.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 2 deputy(ies) to devote one

hundred percent (100%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Westpark Springs LLC  
6902 South Peek Rd.  
Richmond, Texas 77407  
Attention: Colleen McCammon, CEO

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2922

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

WESTPARK SPRINGS LLC  
(Association)

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

By [Signature]  
Title: Market CEO, Houston  
Date Signed: 8/31/2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH WESTPARK SPRINGS LLC

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 AGREEMENT  
WITH WESTPARK SPRINGS LLC  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$221,800.00, with WESTPARK SPRINGS LLC for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

C.A. File No. 22GEN2922

To: County Judge Hidalgo and  
Commissioners Ellis, Garcia,  
Ramsey, and Cagle

From: Constable Alan Rosen  
Harris County Precinct One

Re: Law enforcement agreements

Date: September 27, 2022

Request for approval of amendments to law enforcement agreement(s) with:

Entity	Select One			Current # of Staff	PN #	Title	Effective Date	Comments
	70%	80%	100%					
Avalon Property Owners Association, Inc.		X		3	10007861 10007869 10007671	Deputy Deputy Deputy	10/01/2022 10/01/2022 10/01/2022	
Braeswood Place Homeowners Association		X		5	10007701 10007782 10007816 10007817 10007654	Deputy Deputy Deputy Deputy Deputy	10/01/2022 10/01/2022 10/01/2022 10/01/2022 10/01/2022	
Campus Park Patrol Club		X		1	10007806	Deputy	10/01/2022	
Forest Hills Municipal Utility District	X			1	10007690	Deputy	10/01/2022	
Garden Oaks Civic Club, Inc.		X		1	10007628	Deputy	10/01/2022	
Harris County Municipal Utility District No. 118		X		4	10007688 10007736 10007820 10007827	Deputy Deputy Deputy Deputy	10/01/2022 10/01/2022 10/01/2022 10/01/2022	
Harris County Municipal Utility District No. 119		X		3	10007833 10007860 10007870	Deputy Deputy Deputy	10/01/2022 10/01/2022 10/01/2022	
Houston Heights Association		X		4	10007764 10007801 10007849 10007851	Deputy Deputy Deputy Deputy	10/01/2022 10/01/2022 10/01/2022 10/01/2022	
Houston Society for the Prevention of Cruelty to Animals (Houston SPCA)		X		2	10007887 10007894	Deputy Sergeant	10/01/2022 10/01/2022	

Authorized by:



(Department Head)

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **AVALON PROPERTY OWNERS ASSOCIATION, INC.** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 3 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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

*RMS*

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$266,100.00 for 3 deputy(ies) for a total sum of TWO HUNDRED SIXTY SIX THOUSAND, ONE HUNDRED AND NO/100 DOLLARS (\$266,100.00) 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:

September 20, 2022	\$22,175.00
October 20, 2022	\$22,175.00
November 20, 2022	\$22,175.00
December 20, 2022	\$22,175.00
January 20, 2023	\$22,175.00
February 20, 2023	\$22,175.00
March 20, 2023	\$22,175.00
April 20, 2023	\$22,175.00
May 20, 2023	\$22,175.00
June 20, 2023	\$22,175.00
July 20, 2023	\$22,175.00

August 20, 2023      \$22,175.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 3 deputy(ies) to devote eighty

percent (80%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Avalon Property Owners Association, Inc.  
P.O. Box 6597  
Houston, Texas 77265  
Attention: Jay Barksdale

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENESEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2908

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

AVALON PROPERTY OWNERS  
ASSOCIATION, INC.  
(Association)

By Evelyn Nolen  
Name: Evelyn Nolen  
Secretary  
Resident

By Kelley  
Title: Pres. elect  
Date Signed: Aug 19, 2022

Rose

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH AVALON PROPERTY OWNERS 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 AGREEMENT  
WITH AVALON PROPERTY OWNERS 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$266,100.00, with AVALON PROPERTY OWNERS ASSOCIATION, INC. for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

C.A. File No. 22GEN2908

**AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **BRAESWOOD PLACE HOMEOWNERS ASSOCIATION** (the "Association").

**RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 5 officer(s) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$443,500.00 for 5 officer(s) for a total sum of FOUR HUNDRED FORTY THREE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$443,500.00) 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:

September 20, 2022	\$36,962.00
October 20, 2022	\$36,958.00
November 20, 2022	\$36,958.00
December 20, 2022	\$36,958.00
January 20, 2023	\$36,958.00
February 20, 2023	\$36,958.00
March 20, 2023	\$36,958.00
April 20, 2023	\$36,958.00
May 20, 2023	\$36,958.00
June 20, 2023	\$36,958.00
July 20, 2023	\$36,958.00

August 20, 2023      \$36,958.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 5 officer(s) to devote eighty

percent (80%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Braeswood Place Homeowners Association  
4010 Blue Bonnett St. 112  
Houston, Texas 77025  
Attention: Steve Anton

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.



## APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2931

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

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

## APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

## ATTEST:

BRAESWOOD PLACE HOMEOWNERS  
ASSOCIATION  
(Association)

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

By Martin J. [Signature]  
Title: President

Date Signed: 6 September 2022

**ORDER OF COMMISSIONERS COURT**  
**AUTHORIZING AGREEMENT WITH BRAESWOOD PLACE HOMEOWNERS ASSOCIATION**

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 AGREEMENT**  
**WITH BRAESWOOD PLACE HOMEOWNERS ASSOCIATION**  
**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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$443,500.00, with BRAESWOOD PLACE HOMEOWNERS ASSOCIATION for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

C.A. File No. 22GEN2951

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN HARRIS COUNTY AND  
FOREST HILLS MUNICIPAL UTILITY 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 **FOREST HILLS MUNICIPAL UTILITY 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 local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 1 (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 October 1, 2022, 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 1 officer(s) to devote seventy percent (70%) of their working time to provide law enforcement services related to the District's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 As the Constable retains control and supervision of the officers and services, the District may not, based on late payment or non-payment by one of its members to the District of funds for District operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of \$77,600.00 for 1 officer(s) for a total sum of SEVENTY SEVEN THOUSAND, SIX HUNDRED AND NO/100 DOLLARS (\$77,600.00) to be used by the County for the purpose of paying seventy percent (70%) 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. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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	\$6,463.00
October 20, 2022	\$6,467.00
November 20, 2022	\$6,467.00
December 20, 2022	\$6,467.00
January 20, 2023	\$6,467.00
February 20, 2023	\$6,467.00
March 20, 2023	\$6,467.00
April 20, 2023	\$6,467.00
May 20, 2023	\$6,467.00
June 20, 2023	\$6,467.00
July 20, 2023	\$6,467.00
August 20, 2023	\$6,467.00

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, TX 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 September 20, 2022, the first payment is due on the latter of September 20, 2022 or five (5) days after the Association 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 October 1, 2022, the Constable cannot or will not provide 1 officer(s) to devote seventy percent (70%) 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the District: Michael Bacon  
6363 Woodway Ste. #800  
Houston, Texas 77057  
Attention: Michael Bacon

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. MENEFE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2952

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

By Charles Cates  
Name: Charles Cates  
Secretary

FOREST HILLS MUNICIPAL UTILITY DISTRICT  
(District)

By David Valentine  
Title: David Valentine, President

Date Signed: 8/29/2022

APPROVED AS TO FORM:

By [Signature]  
Attorney



ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH FOREST HILLS MUNICIPAL UTILITY 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 FOREST HILLS MUNICIPAL UTILITY 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. 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$77,600.00, with FOREST HILLS MUNICIPAL UTILITY 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.

C.A. File No. 22GEN2952

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **GARDEN OAKS CIVIC CLUB, INC.** (the "Association").

### **R E C I T A L S:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

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

### **T E R M S:**

#### **I. TERM**

1.1 The services to be performed under this Agreement shall begin on October 1, 2022, 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 1 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$88,700.00 for 1 deputy(ies) for a total sum of EIGHTY EIGHT THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$88,700.00) 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:

September 20, 2022	\$7,388.00
October 20, 2022	\$7,392.00
November 20, 2022	\$7,392.00
December 20, 2022	\$7,392.00
January 20, 2023	\$7,392.00
February 20, 2023	\$7,392.00
March 20, 2023	\$7,392.00
April 20, 2023	\$7,392.00
May 20, 2023	\$7,392.00
June 20, 2023	\$7,392.00
July 20, 2023	\$7,392.00
August 20, 2023	\$7,392.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 1 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the

Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Garden Oaks Civic Club, Inc.  
P.O. Box 10273  
Houston, Texas 77206  
Attention: Tonya Knauth

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENESEE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2910

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

GARDEN OAKS CIVIC CLUB, INC.  
(Association)

By Beth Wiedawer Jackson  
Name: Beth Wiedawer Jackson  
Secretary

By [Signature]  
Title: President  
Date Signed: 8/23/2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH GARDEN OAKS CIVIC CLUB, 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 AGREEMENT  
WITH GARDEN OAKS CIVIC CLUB, 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$88,700.00, with GARDEN OAKS CIVIC CLUB, INC. for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

C.A. File No. 22GEN2910



**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN HARRIS COUNTY AND  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 118**

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 **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 118** (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 local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 1 (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 October 1, 2022, 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 eighty percent (80%) of their working time to provide law enforcement services related to the District's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 As the Constable retains control and supervision of the officers and services, the District may not, based on late payment or non-payment by one of its members to the District of funds for District operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of \$354,800.00 for 4 officer(s) for a total sum of THREE HUNDRED FIFTY FOUR THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$354,800.00) 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. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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	\$29,563.00
October 20, 2022	\$29,567.00
November 20, 2022	\$29,567.00
December 20, 2022	\$29,567.00
January 20, 2023	\$29,567.00
February 20, 2023	\$29,567.00
March 20, 2023	\$29,567.00
April 20, 2023	\$29,567.00
May 20, 2023	\$29,567.00
June 20, 2023	\$29,567.00
July 20, 2023	\$29,567.00
August 20, 2023	\$29,567.00

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, TX 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 September 20, 2022, the first payment is due on the latter of September 20, 2022 or five (5) days after the Association 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 October 1, 2022, the Constable cannot or will not provide 4 officer(s) to devote eighty percent (80%) 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the District: Harris County Municipal Utility District No. 118  
9011 Lake Forest Blvd.  
Houston, Texas 77078  
Attention: Kumar Bhattacharjee

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. MENEFEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2912

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

HARRIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 118  
(District)

By [Signature]  
Name: \_\_\_\_\_  
Secretary

By [Signature]  
Title: President  
Date Signed: 08/16/22

APPROVED AS TO FORM:

By [Signature]  
Attorney

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 118

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 HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 118  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$354,800.00, with HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 118 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.

*C.A. File No. 22GEN2912*

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN HARRIS COUNTY AND  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 119**

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 **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 119** (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 local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 1 (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 October 1, 2022, 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 3 officer(s) to devote eighty percent (80%) of their working time to provide law enforcement services related to the District's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 As the Constable retains control and supervision of the officers and services, the District may not, based on late payment or non-payment by one of its members to the District of funds for District operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of \$266,100.00 for 3 officer(s) for a total sum of TWO HUNDRED SIXTY SIX THOUSAND, ONE HUNDRED AND NO/100 DOLLARS (\$266,100.00) 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. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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	\$22,175.00
October 20, 2022	\$22,175.00
November 20, 2022	\$22,175.00
December 20, 2022	\$22,175.00
January 20, 2023	\$22,175.00
February 20, 2023	\$22,175.00
March 20, 2023	\$22,175.00
April 20, 2023	\$22,175.00
May 20, 2023	\$22,175.00
June 20, 2023	\$22,175.00
July 20, 2023	\$22,175.00
August 20, 2023	\$22,175.00

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, TX 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 September 20, 2022, the first payment is due on the latter of September 20, 2022 or five (5) days after the Association 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 October 1, 2022, the Constable cannot or will not provide 3 officer(s) to devote eighty percent (80%) 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the District: Harris County Municipal Utility District No. 119  
c/o Strawn and Richardson, P.C.  
1155 Dairy Ashford, Ste. #875  
Houston, Texas 77079

Attention:

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. MENEFEE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2953

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

HARRIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 119  
(District)

By Victoria L. McNelly  
Name: VICTORIA L. MCNELLY  
Secretary

By Daniel Rodriguez  
Title: President  
Date Signed: 9/6/2022

APPROVED AS TO FORM:

By Chris W. [Signature]  
Attorney

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 119

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 HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 119  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$266,100.00, with HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 119 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.

C.A. File No. 22GEN2953

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **HOUSTON HEIGHTS ASSOCIATION** (the "Association").

### **R E C I T A L S:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

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

### **T E R M S:**

#### **I. TERM**

1.1 The services to be performed under this Agreement shall begin on October 1, 2022, 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 eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$354,800.00 for 4 officer(s) for a total sum of THREE HUNDRED FIFTY FOUR THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$354,800.00) 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:

September 20, 2022	\$29,563.00
October 20, 2022	\$29,567.00
November 20, 2022	\$29,567.00
December 20, 2022	\$29,567.00
January 20, 2023	\$29,567.00
February 20, 2023	\$29,567.00
March 20, 2023	\$29,567.00
April 20, 2023	\$29,567.00
May 20, 2023	\$29,567.00
June 20, 2023	\$29,567.00
July 20, 2023	\$29,567.00



August 20, 2023      \$29,567.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 4 officer(s) to devote eighty

percent (80%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Houston Heights Association  
107 W. 12th Street  
Houston, Texas 77008  
Attention: Kevin Chenevert

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2954

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

HOUSTON HEIGHTS ASSOCIATION  
(Association)

By Katherine Tipton  
Name: KATHERINE TIPTON  
Secretary

By Asa Star  
Title: President

Date Signed: 08/24/2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH HOUSTON HEIGHTS ASSOCIATION

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 AGREEMENT  
WITH HOUSTON HEIGHTS ASSOCIATION  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$354,800.00, with HOUSTON HEIGHTS ASSOCIATION for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

C.A. File No. 22GEN2954

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **HOUSTON SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (HOUSTON SPCA)** (the "Society").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Society desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Society's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Society, 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 October 1, 2022, 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 2 officer(s) to devote seventy percent (70%) of their working time to provide law enforcement services related to the Society's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to investigations, preparing and executing warrants, appearing in court, training and consultations and support to other entities engaged in similar services.

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 Society 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.

### III. CONSIDERATION FOR SERVICES

3.1 The Society agrees to pay the County the sum of \$155,200.00 for 2 officer(s) for a total sum of ONE HUNDRED FIFTY FIVE THOUSAND, TWO HUNDRED AND NO/100 DOLLARS (\$155,200.00) to be used by the County for the purpose of paying seventy percent (70%) 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 Society 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	\$12,934.00
October 20, 2022	\$12,934.00
November 20, 2022	\$12,934.00
December 20, 2022	\$12,934.00
January 20, 2023	\$12,934.00
February 20, 2023	\$12,934.00
March 20, 2023	\$12,934.00
April 20, 2023	\$12,934.00
May 20, 2023	\$12,934.00
June 20, 2023	\$12,934.00
July 20, 2023	\$12,934.00
August 20, 2023	\$12,926.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Society 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 Society's obligation to make timely payment.

4.2 If the Society defaults in the payment of any obligation hereunder, the Society 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 Society is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Society is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Society'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 Society showing the amounts due for the month in which termination occurs. The Society 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 Society in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 2 officer(s) to devote seventy percent (70%) of their working time to provide law enforcement services related to the Society's geographical area, and provided that the Society 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 Society, the Society 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 Alan Rosen  
                          Harris County Constable  
                          1302 Preston Street  
                          Houston, Texas 77002

To the Society:       Houston Society for the Prevention of Cruelty to Animals (Houston  
                          SPCA)  
                          900 Portway Dr.  
                          Houston, Texas 77024  
                          Attention: Patti Mercer

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 Society and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2956

HARRIS COUNTY

By LINA HIDALGO  
LINA HIDALGO  
County Judge

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

HOUSTON SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS (HOUSTON  
SPCA)  
(Society)

By Connie M. Bergen  
Name: Connie M. Bergen  
Secretary

By [Signature]  
Title: PRESIDENT & CEO  
Date Signed: 27 August 2022

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH HOUSTON SOCIETY FOR THE PREVENTION OF CRUELTY TO  
ANIMALS (HOUSTON SPCA)**

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 AGREEMENT  
WITH HOUSTON SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS  
(HOUSTON SPCA)  
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:**

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$155,200.00, with HOUSTON SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (HOUSTON SPCA) for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

*C.A. File No. 22GEN2956*

To: County Judge Hidalgo and  
Commissioners Ellis, Garcia,  
Ramsey, and Cagle

From: Constable Alan Rosen  
Harris County Precinct One

Re: Law enforcement agreements

Date: September 27, 2022

Request for approval of amendments to law enforcement agreement(s) with:

Entity	Select One			Current # of Staff	PN #	Title	Effective Date	Comments
	70%	80%	100%					
Lynn Park Civic Association		X		2	10007797	Deputy Deputy	10/01/2022 10/01/2022	
Mandell Winlow Security Foundation Nonprofit Corporation		X		2	10007871 10007759	Deputy Deputy	10/01/2022 10/01/2022	
Mount Houston Road Municipal Utility District	X			3	10023729 10023730 10023731	Deputy Deputy Deputy	10/01/2022 10/01/2022 10/01/2022	
Museum Area Municipal Association		X		1	10007878	Deputy	10/01/2022	
Near Northwest Management District	X			2	10007916 10007772	Sergeant Deputy	10/01/2022 10/01/2022	
Near Northwest Management District		X		2	10007743 10007886	Deputy Deputy	10/01/2022 10/01/2022	
Oak Estates Homeowners Association (OEHA, Inc.)		X		2	10007799 10007800	Deputy Deputy	10/01/2022 10/01/2022	
Oaks of Inwood Community Improvement Association	X			1	10007770	Deputy	10/01/2022	
Property Owners Association of Willow Springs (Houston), Inc.	X			1	10007804	Deputy	10/01/2022	
Rice Area Constable Service		X		1	10007776	Deputy	10/01/2022	
Rice Military Civic Club		X		2	10007775 10023732	Deputy Deputy	10/01/2022 10/01/2022	

Authorized by:

(Department Head)

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **LYNN PARK CIVIC ASSOCIATION** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 2 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$177,400.00 for 2 deputy(ies) for a total sum of ONE HUNDRED SEVENTY SEVEN THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$177,400.00) 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:

September 20, 2022	\$14,787.00
October 20, 2022	\$14,783.00
November 20, 2022	\$14,783.00
December 20, 2022	\$14,783.00
January 20, 2023	\$14,783.00
February 20, 2023	\$14,783.00
March 20, 2023	\$14,783.00
April 20, 2023	\$14,783.00
May 20, 2023	\$14,783.00
June 20, 2023	\$14,783.00
July 20, 2023	\$14,783.00

August 20, 2023      \$14,783.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 2 deputy(ies) to devote eighty



percent (80%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Lynn Park Civic Association  
c/o Montage Community Services  
7002 Riverbrook Drive, Suite 400  
Sugar Land, Texas 77479  
Attention: Sussan Martinez, CMCA, AMS

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2913

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

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

LYNN PARK CIVIC ASSOCIATION  
(Association)

By [Signature]  
Title: Managing Director

Date Signed: Aug. 15, 2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH LYNN PARK CIVIC ASSOCIATION

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 AGREEMENT  
WITH LYNN PARK CIVIC ASSOCIATION  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$177,400.00, with LYNN PARK CIVIC ASSOCIATION for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

C.A. File No. 22GEN2913

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **MANDELL WINLOW SECURITY FOUNDATION NONPROFIT CORPORATION** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct I (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 2 officer(s) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$177,400.00 for 2 officer(s) for a total sum of ONE HUNDRED SEVENTY SEVEN THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$177,400.00) 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:

September 20, 2022	\$14,787.00
October 20, 2022	\$14,783.00
November 20, 2022	\$14,783.00
December 20, 2022	\$14,783.00
January 20, 2023	\$14,783.00
February 20, 2023	\$14,783.00
March 20, 2023	\$14,783.00
April 20, 2023	\$14,783.00
May 20, 2023	\$14,783.00
June 20, 2023	\$14,783.00

July 20, 2023	\$14,783.00
August 20, 2023	\$14,783.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after

October 1, 2022, the Constable cannot or will not provide 2 officer(s) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Mandell Winlow Security Foundation Nonprofit Corporation  
c/o Hawash Meade Gaston Neese & Cicack, LLP  
2118 Smith St.  
Houston, Texas 77002  
Attention: Michael Hawash, Esq.

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2914

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

MANDELL WINLOW SECURITY  
FOUNDATION NONPROFIT CORPORATION  
(Association)

By Casey Schultz  
Name: Casey Schultz  
Secretary

By Michael A. Hargis  
Title: Chairman  
Date Signed: 9/9/2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH MANDELL WINLOW SECURITY FOUNDATION NONPROFIT  
CORPORATION

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 AGREEMENT  
WITH MANDELL WINLOW SECURITY FOUNDATION NONPROFIT CORPORATION  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$177,400.00, with MANDELL WINLOW SECURITY FOUNDATION NONPROFIT CORPORATION for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

C.A. File No. 22GEN2914

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN HARRIS COUNTY AND  
MOUNT HOUSTON ROAD MUNICIPAL UTILITY 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 **MOUNT HOUSTON ROAD MUNICIPAL UTILITY 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 local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 1 (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 October 1, 2022, 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 3 officer(s) to devote seventy percent (70%) of their working time to provide law enforcement services related to the District's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 As the Constable retains control and supervision of the officers and services, the District may not, based on late payment or non-payment by one of its members to the District of funds for District operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of \$232,800.00 for 3 officer(s) for a total sum of TWO HUNDRED THIRTY TWO THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$232,800.00) to be used by the County for the purpose of paying seventy percent (70%) 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. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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	\$19,400.00
October 20, 2022	\$19,400.00
November 20, 2022	\$19,400.00
December 20, 2022	\$19,400.00
January 20, 2023	\$19,400.00
February 20, 2023	\$19,400.00
March 20, 2023	\$19,400.00
April 20, 2023	\$19,400.00
May 20, 2023	\$19,400.00
June 20, 2023	\$19,400.00
July 20, 2023	\$19,400.00
August 20, 2023	\$19,400.00

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, TX 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 September 20, 2022, the first payment is due on the latter of September 20, 2022 or five (5) days after the Association 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 October 1, 2022, the Constable cannot or will not provide 3 officer(s) to devote seventy percent (70%) 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 Alan Rosen  
                          Harris County Constable  
                          1302 Preston Street  
                          Houston, Texas 77002

To the District:       Mount Houston Road Municipal Utility District  
                          c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP  
                          1980 Post Oak Blvd., Suite 1380  
                          Houston, Texas 77056

                          Attention:

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. MENEFEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2915

HARRIS COUNTY

By LINA HIDALGO  
LINA HIDALGO  
County Judge

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

MOUNT HOUSTON ROAD MUNICIPAL UTILITY  
DISTRICT  
(District)

By Amber Forrest  
Name: Amber Forrest  
Secretary

By Muhammad  
Title: President - MHRMUD

Date Signed: 8/29/2022

APPROVED AS TO FORM:

By LC  
Attorney

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH MOUNT HOUSTON ROAD MUNICIPAL UTILITY 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 MOUNT HOUSTON ROAD MUNICIPAL UTILITY 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. 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$232,800.00, with MOUNT HOUSTON ROAD MUNICIPAL UTILITY 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.

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS     §

§

COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **MUSEUM AREA MUNICIPAL ASSOCIATION** (the "Association").

### **R E C I T A L S:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

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

### **T E R M S:**

#### **I.**

#### **TERM**

1.1 The services to be performed under this Agreement shall begin on October 1, 2022, 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 1 officer(s) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$88,700.00 for 1 officer(s) for a total sum of EIGHTY EIGHT THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$88,700.00) 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:

September 20, 2022	\$7,392.00
October 20, 2022	\$7,392.00
November 20, 2022	\$7,392.00
December 20, 2022	\$7,392.00
January 20, 2023	\$7,392.00
February 20, 2023	\$7,392.00
March 20, 2023	\$7,392.00
April 20, 2023	\$7,392.00
May 20, 2023	\$7,392.00
June 20, 2023	\$7,392.00
July 20, 2023	\$7,392.00
August 20, 2023	\$7,388.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 1 officer(s) to devote eighty percent (80%) of their working time to provide law enforcement services related to the

Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Museum Area Municipal Association  
c/o Kathryn McNeil  
4700 Yoakum Blvd.  
Houston, Texas 77006  
Attention: Kathryn McNeil

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3301

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

MUSEUM AREA MUNICIPAL ASSOCIATION  
(Association)

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

By Kathryn C McNeil  
Title: President MAMA  
Date Signed: August 31, 2022



ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH MUSEUM AREA MUNICIPAL ASSOCIATION

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 AGREEMENT  
WITH MUSEUM AREA MUNICIPAL ASSOCIATION  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$88,700.00, with MUSEUM AREA MUNICIPAL ASSOCIATION for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN HARRIS COUNTY AND  
NEAR NORTHWEST MANAGEMENT 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 **NEAR NORTHWEST MANAGEMENT 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 local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 1 (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 October 1, 2022, 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 2 officer(s) to devote seventy percent (70%) of their working time to provide law enforcement services related to the District's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 As the Constable retains control and supervision of the officers and services, the District may not, based on late payment or non-payment by one of its members to the District of funds for District operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of \$155,200.00 for 2 officer(s) for a total sum of ONE HUNDRED FIFTY FIVE THOUSAND, TWO HUNDRED AND NO/100 DOLLARS (\$155,200.00) to be used by the County for the purpose of paying seventy percent (70%) 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. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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	\$12,933.00
October 20, 2022	\$12,933.00
November 20, 2022	\$12,933.00
December 20, 2022	\$12,933.00
January 20, 2023	\$12,933.00
February 20, 2023	\$12,933.00
March 20, 2023	\$12,933.00
April 20, 2023	\$12,933.00
May 20, 2023	\$12,933.00
June 20, 2023	\$12,933.00
July 20, 2023	\$12,933.00
August 20, 2023	\$12,937.00

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, TX 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 September 20, 2022, 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 October 1, 2022, the Constable cannot or will not provide 2 officer(s) to devote seventy percent (70%) 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the District: Near Northwest Management District  
5740 W. Little York Rd.  
Houston, Texas 77091  
Attention: Jim Kilpatrick

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. MENEFEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3226

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

NEAR NORTHWEST MANAGEMENT DISTRICT  
(District)

By R.R. Burkfeld  
Name: R.R. Burkfeld  
Secretary

By Heidi Shewley  
Title: Chairman  
Date Signed: 8-22-22

APPROVED AS TO FORM:

By \_\_\_\_\_  
Attorney

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH NEAR NORTHWEST MANAGEMENT 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 NEAR NORTHWEST MANAGEMENT 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. 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$155,200.00, with NEAR NORTHWEST MANAGEMENT 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.



**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN HARRIS COUNTY AND  
NEAR NORTHWEST MANAGEMENT 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 **NEAR NORTHWEST MANAGEMENT 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 local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 1 (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 October 1, 2022, 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 2 officer(s) to devote eighty percent (80%) of their working time to provide law enforcement services related to the District's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 As the Constable retains control and supervision of the officers and services, the District may not, based on late payment or non-payment by one of its members to the District of funds for District operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of \$177,400.00 for 2 officer(s) for a total sum of ONE HUNDRED SEVENTY SEVEN THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$177,400.00) 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. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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	\$14,783.00
October 20, 2022	\$14,783.00
November 20, 2022	\$14,783.00
December 20, 2022	\$14,783.00
January 20, 2023	\$14,783.00
February 20, 2023	\$14,783.00
March 20, 2023	\$14,783.00
April 20, 2023	\$14,783.00
May 20, 2023	\$14,783.00
June 20, 2023	\$14,783.00
July 20, 2023	\$14,783.00
August 20, 2023	\$14,787.00

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, TX 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 September 20, 2022, 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 October 1, 2022, the Constable cannot or will not provide 2 officer(s) to devote eighty percent (80%) 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the District: Near Northwest Management District  
5740 W. Little York Rd.  
Houston, Texas 77091  
Attention: Jim Kilpatrick

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

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3233

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

By R.R. Burchfield  
Name: Secretary  
Secretary  
R.R. Burchfield

NEAR NORTHWEST MANAGEMENT DISTRICT  
(District)

By Keidi Sheesley  
Title: Chairman  
Date Signed: 8-22-22 ✓

APPROVED AS TO FORM:

By \_\_\_\_\_  
Attorney

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH NEAR NORTHWEST MANAGEMENT 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 NEAR NORTHWEST MANAGEMENT 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. 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$177,400.00, with NEAR NORTHWEST MANAGEMENT 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.

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **OAK ESTATES HOMEOWNERS ASSOCIATION (OEHA, INC.)** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 2 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$177,400.00 for 2 deputy(ies) for a total sum of ONE HUNDRED SEVENTY SEVEN THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$177,400.00) 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:

September 20, 2022	\$14,787.00
October 20, 2022	\$14,783.00
November 20, 2022	\$14,783.00
December 20, 2022	\$14,783.00
January 20, 2023	\$14,783.00
February 20, 2023	\$14,783.00
March 20, 2023	\$14,783.00
April 20, 2023	\$14,783.00
May 20, 2023	\$14,783.00
June 20, 2023	\$14,783.00
July 20, 2023	\$14,783.00

August 20, 2023      \$14,783.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 2 deputy(ies) to devote eighty

percent (80%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Oak Estates Homeowners Association (OEHA, Inc.)  
1800 Augusta Dr., Suite 200  
Houston, Texas 77057  
Attention: Gary Moss

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2916

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

OAK ESTATES HOMEOWNERS  
ASSOCIATION (OEHA, INC.)  
(Association)

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

By Gary P. Moss GARY P. MOSS  
Title: President Oak Estates Homeowners Assoc  
Date Signed: 8/29/22

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH OAK ESTATES HOMEOWNERS ASSOCIATION (OEHA, 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 AGREEMENT  
WITH OAK ESTATES HOMEOWNERS ASSOCIATION (OEHA, 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:**

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$177,400.00, with OAK ESTATES HOMEOWNERS ASSOCIATION (OEHA, INC.) for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **OAKS OF INWOOD COMMUNITY IMPROVEMENT ASSOCIATION** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 1 deputy(ies) to devote seventy percent (70%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$77,600.00 for 1 deputy(ies) for a total sum of SEVENTY SEVEN THOUSAND, SIX HUNDRED AND NO/100 DOLLARS (\$77,600.00) to be used by the County for the purpose of paying seventy percent (70%) 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:

September 20, 2022	\$6,463.00
October 20, 2022	\$6,467.00
November 20, 2022	\$6,467.00
December 20, 2022	\$6,467.00
January 20, 2023	\$6,467.00
February 20, 2023	\$6,467.00
March 20, 2023	\$6,467.00
April 20, 2023	\$6,467.00
May 20, 2023	\$6,467.00
June 20, 2023	\$6,467.00
July 20, 2023	\$6,467.00



August 20, 2023      \$6,467.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 1 deputy(ies) to devote seventy

percent (70%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Oaks of Inwood Community Improvement Association  
3814 Cherry Forest Dr.  
Houston, Texas 77088  
Attention: Andy Eversole

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2917

HARRIS COUNTY

By LINA HIDALGO  
LINA HIDALGO  
County Judge

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

OAKS OF INWOOD COMMUNITY  
IMPROVEMENT ASSOCIATION  
(Association)

By Cynthia K. Alexander  
Name: Cynthia K. Alexander  
Secretary

By William R. Zwick  
Title: PRESIDENT

Date Signed: 7/13/22

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH OAKS OF INWOOD COMMUNITY IMPROVEMENT ASSOCIATION**

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 AGREEMENT  
WITH OAKS OF INWOOD COMMUNITY IMPROVEMENT ASSOCIATION  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$77,600.00, with OAKS OF INWOOD COMMUNITY IMPROVEMENT ASSOCIATION for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

C.A. File No. 22GEN2917

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **PROPERTY OWNERS ASSOCIATION OF WILLOW SPRINGS (HOUSTON), INC.** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 1 officer(s) to devote seventy percent (70%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$77,600.00 for 1 officer(s) for a total sum of SEVENTY SEVEN THOUSAND, SIX HUNDRED AND NO/100 DOLLARS (\$77,600.00) to be used by the County for the purpose of paying seventy percent (70%) 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:

September 20, 2022	\$6,463.00
October 20, 2022	\$6,467.00
November 20, 2022	\$6,467.00
December 20, 2022	\$6,467.00
January 20, 2023	\$6,467.00
February 20, 2023	\$6,467.00
March 20, 2023	\$6,467.00
April 20, 2023	\$6,467.00
May 20, 2023	\$6,467.00
June 20, 2023	\$6,467.00

July 20, 2023	\$6,467.00
August 20, 2023	\$6,467.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 1 officer(s) to devote seventy percent (70%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Property Owners Association of Willow Springs (Houston), Inc.  
c/o First Service Residential (Houston)  
1330 Enclave Pkwy., Suite 425  
Houston, Texas 77077  
Attention: Pendoria Williams

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2957

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST

By Katherine Stewart  
Name: KATHERINE STEWART  
Vice President

PROPERTY OWNERS ASSOCIATION  
OF WILLOW SPRINGS (HOUSTON), INC.  
(Association)

By [Signature]  
Title: President

Date Signed: 09/02/2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH PROPERTY OWNERS ASSOCIATION OF WILLOW SPRINGS  
(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 business, the following was transacted:

ORDER AUTHORIZING AGREEMENT  
WITH PROPERTY OWNERS ASSOCIATION OF WILLOW SPRINGS (HOUSTON), 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$77,600.00, with PROPERTY OWNERS ASSOCIATION OF WILLOW SPRINGS (HOUSTON), INC. for law enforcement services on a fee basis. The 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.

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **RICE AREA CONSTABLE SERVICE** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 1 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$88,700.00 for 1 deputy(ies) for a total sum of EIGHTY EIGHT THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$88,700.00) 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:

September 20, 2022	\$7,388.00
October 20, 2022	\$7,392.00
November 20, 2022	\$7,392.00
December 20, 2022	\$7,392.00
January 20, 2023	\$7,392.00
February 20, 2023	\$7,392.00
March 20, 2023	\$7,392.00
April 20, 2023	\$7,392.00
May 20, 2023	\$7,392.00
June 20, 2023	\$7,392.00
July 20, 2023	\$7,392.00
August 20, 2023	\$7,392.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 1 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the

Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Rice Area Constable Service  
2319 Swift Blvd.  
Houston, Texas 77030  
Attention: Sarah Caress

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2918

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

RICE AREA CONSTABLE SERVICE  
(Association)

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

By Sarah Corless  
Title: President

Date Signed: 8/23/22

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH RICE AREA CONSTABLE SERVICE

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 AGREEMENT  
WITH RICE AREA CONSTABLE SERVICE  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$88,700.00, with RICE AREA CONSTABLE SERVICE for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **RICE MILITARY CIVIC CLUB** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 2 officer(s) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$177,400.00 for 2 officer(s) for a total sum of ONE HUNDRED SEVENTY SEVEN THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$177,400.00) 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:

September 20, 2022	\$14,787.00
October 20, 2022	\$14,783.00
November 20, 2022	\$14,783.00
December 20, 2022	\$14,783.00
January 20, 2023	\$14,783.00
February 20, 2023	\$14,783.00
March 20, 2023	\$14,783.00
April 20, 2023	\$14,783.00
May 20, 2023	\$14,783.00
June 20, 2023	\$14,783.00
July 20, 2023	\$14,783.00

August 20, 2023      \$14,783.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 2 officer(s) to devote eighty

percent (80%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Rice Military Civic Club  
4913 Rose St.  
Houston, Texas 77007  
Attention: Mark Fairchild

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.



APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2958

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

By Laura Parker  
Name: Laura Parker  
Secretary

RICE MILITARY CIVIC CLUB  
(Association)

Wahid Khan  
By \_\_\_\_\_  
Title: PRESIDENT  
Date Signed: 9/6/2022

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH RICE MILITARY CIVIC CLUB**

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 AGREEMENT  
WITH RICE MILITARY CIVIC CLUB  
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:**

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$177,400.00, with RICE MILITARY CIVIC CLUB for law enforcement services on a fee basis. The 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.
3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

To: County Judge Hidalgo and  
Commissioners Ellis, Garcia,  
Ramsey, and Cagle

From: Constable Alan Rosen  
Harris County Precinct One

Re: Law enforcement agreements

Date: September 27, 2022

Request for approval of amendments to law enforcement agreement(s) with:

Entity	Select One			Current # of Staff	PN #	Title	Effective Date	Comments
	70%	80%	100%					
Royden Oaks Association of Property Owners		X		3	10007710 10007848 10007730	Deputy Deputy Deputy	10/01/2022 10/01/2022 10/01/2022	
Shepherd Park Plaza Civic Club, Inc.		X		2	10007661 10007702	Deputy Deputy	10/01/2022 10/01/2022	
Vermont Commons Security Foundation		X		1	10007627	Deputy	10/01/2022	
Woodland Heights Civic Association, Inc.		X		2	10007662 10007858	Deputy Deputy	10/01/2022 10/01/2022	
SJ Medical Center, LLC DBA St. Joseph Medical Center			X	1	10024403	Deputy	10/01/2022	

Authorized by:

  
\_\_\_\_\_  
(Department Head)

**AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **ROYDEN OAKS ASSOCIATION OF PROPERTY OWNERS** (the "Association").

**RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 3 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$266,100.00 for 3 deputy(ies) for a total sum of TWO HUNDRED SIXTY SIX THOUSAND, ONE HUNDRED AND NO/100 DOLLARS (\$266,100.00) 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:

September 20, 2022	\$22,175.00
October 20, 2022	\$22,175.00
November 20, 2022	\$22,175.00
December 20, 2022	\$22,175.00
January 20, 2023	\$22,175.00
February 20, 2023	\$22,175.00
March 20, 2023	\$22,175.00
April 20, 2023	\$22,175.00
May 20, 2023	\$22,175.00
June 20, 2023	\$22,175.00
July 20, 2023	\$22,175.00

August 20, 2023      \$22,175.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 3 deputy(ies) to devote eighty

percent (80%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Royden Oaks Association of Property Owners  
3729 Wickersham  
Houston, Texas 77027  
Attention: Justin W.R. Renshaw

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

22



APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2919

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

ROYDEN OAKS ASSOCIATION OF  
PROPERTY OWNERS  
(Association)

By Joan Sturkman  
Name: Joan Sturkman  
Secretary

By Joan Sturkman  
Title: PRESIDENT

Date Signed: SEP 2, 2022

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH ROYDEN OAKS ASSOCIATION OF PROPERTY OWNERS**

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 AGREEMENT  
WITH ROYDEN OAKS ASSOCIATION OF PROPERTY OWNERS  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$266,100.00, with ROYDEN OAKS ASSOCIATION OF PROPERTY OWNERS for law enforcement services on a fee basis. The 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.
3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

C.A. File No. 22GEN2919

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **SHEPHERD PARK PLAZA CIVIC CLUB, INC.** (the "Association").

### **R E C I T A L S:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

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

### **T E R M S:**

#### **I. TERM**

1.1 The services to be performed under this Agreement shall begin on October 1, 2022, 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 2 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$177,400.00 for 2 deputy(ies) for a total sum of ONE HUNDRED SEVENTY SEVEN THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$177,400.00) 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:

September 20, 2022	\$14,787.00
October 20, 2022	\$14,783.00
November 20, 2022	\$14,783.00
December 20, 2022	\$14,783.00
January 20, 2023	\$14,783.00
February 20, 2023	\$14,783.00
March 20, 2023	\$14,783.00
April 20, 2023	\$14,783.00
May 20, 2023	\$14,783.00
June 20, 2023	\$14,783.00
July 20, 2023	\$14,783.00

August 20, 2023      \$14,783.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1      The Association 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 Association's obligation to make timely payment.

4.2      If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3      If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 2 deputy(ies) to devote eighty

percent (80%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Shepherd Park Plaza Civic Club, Inc.  
1139 Thornton Rd.  
Houston, Texas 77018  
Attention: Jesse Yoburn

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2920

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

SHEPHERD PARK PLAZA CIVIC CLUB, INC.  
(Association)

By Kerry McNeill  
Name: Kerry McNeill  
Secretary

By Jesse Yoburn  
Title: PRESIDENT, SPP CIVIC CLUB  
Date Signed: 8/19/2022



ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH SHEPHERD PARK PLAZA CIVIC CLUB, 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 AGREEMENT  
WITH SHEPHERD PARK PLAZA CIVIC CLUB, 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$177,400.00, with SHEPHERD PARK PLAZA CIVIC CLUB, INC. for law enforcement services on a fee basis. The 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.
3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

C.A. File No. 22GEN2920

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **VERMONT COMMONS SECURITY FOUNDATION** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 1 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$88,700.00 for 1 deputy(ies) for a total sum of EIGHTY EIGHT THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$88,700.00) 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:

September 20, 2022	\$7,388.00
October 20, 2022	\$7,392.00
November 20, 2022	\$7,392.00
December 20, 2022	\$7,392.00
January 20, 2023	\$7,392.00
February 20, 2023	\$7,392.00
March 20, 2023	\$7,392.00
April 20, 2023	\$7,392.00
May 20, 2023	\$7,392.00
June 20, 2023	\$7,392.00
July 20, 2023	\$7,392.00
August 20, 2023	\$7,392.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 1 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the

Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: Vermont Commons Security Foundation  
P.O. Box 131844  
Houston, Texas 77219  
Attention: James Wisner

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENESEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN2921

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

VERMONT COMMONS SECURITY  
FOUNDATION  
(Association)

By Cay Dickson  
Name: CAY DICKSON  
Secretary  
(CAY DICKSON)

By James Z. Wu  
Title: PRESIDENT  
Date Signed: August 23, 2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH VERMONT COMMONS SECURITY FOUNDATION

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 AGREEMENT  
WITH VERMONT COMMONS SECURITY FOUNDATION  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$88,700.00, with VERMONT COMMONS SECURITY FOUNDATION for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.



## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **WOODLAND HEIGHTS CIVIC ASSOCIATION, INC.** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 2 officer(s) to devote eighty percent (80%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$177,400.00 for 2 officer(s) for a total sum of ONE HUNDRED SEVENTY SEVEN THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$177,400.00) 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:

September 20, 2022	\$14,783.00
October 20, 2022	\$14,783.00
November 20, 2022	\$14,783.00
December 20, 2022	\$14,783.00
January 20, 2023	\$14,783.00
February 20, 2023	\$14,783.00
March 20, 2023	\$14,783.00
April 20, 2023	\$14,783.00
May 20, 2023	\$14,783.00
June 20, 2023	\$14,783.00
July 20, 2023	\$14,783.00
August 20, 2023	\$14,787.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 2 officer(s) to devote eighty

percent (80%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
                          Harris County Constable  
                          1302 Preston Street  
                          Houston, Texas 77002

To the Association:   Woodland Heights Civic Association, Inc.  
                          c/o Aliana Herbert  
                          3107 Beauchamp  
                          Houston, Texas 77009  
                          Attention: Aliana Herbert

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

**7.5** This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE  
County Attorney

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

HARRIS COUNTY

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

WOODLAND HEIGHTS CIVIC  
ASSOCIATION, INC.  
(Association)

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

By Alaina Hebert  
Title: WHCA President  
Date Signed: 9/2/22

**ORDER OF COMMISSIONERS COURT**  
**AUTHORIZING AGREEMENT WITH WOODLAND HEIGHTS CIVIC 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 AGREEMENT**  
**WITH WOODLAND HEIGHTS CIVIC 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$177,400.00, with WOODLAND HEIGHTS CIVIC ASSOCIATION, INC. for law enforcement services on a fee basis. The 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.

3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

C.A. File No.

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is entered into pursuant to § 351.061 of the Texas Local Government Code, by and between **HARRIS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **SJ MEDICAL CENTER, LLC DBA ST. JOSEPH MEDICAL CENTER** (the "Association").

### **RECITALS:**

To protect the public interest, the County may contract with a nongovernmental association for the provision of law enforcement services on a fee basis in the geographical area represented by the Association; and

The Association desires to obtain the services of the Harris County Constable Precinct 1 (the "Constable") to provide law enforcement services within Association's geographical area as further defined in Exhibit "A".

**NOW, THEREFORE**, the County and the Association, 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 October 1, 2022, 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 1 officer(s) to devote one hundred percent (100%) of their working time to provide law enforcement services related to the Association's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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 Association 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 As the Constable retains control and supervision of the officers and services, the Association may not, based on late payment or non-payment by one of its members to the Association of funds for Association operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

### III. CONSIDERATION FOR SERVICES

3.1 The Association agrees to pay the County the sum of \$110,900.00 for 1 officer(s) for a total sum of ONE HUNDRED TEN THOUSAND, NINE HUNDRED AND NO/100 DOLLARS (\$110,900.00) 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 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:

September 20, 2022	\$9,242.00
October 20, 2022	\$9,242.00
November 20, 2022	\$9,242.00
December 20, 2022	\$9,242.00
January 20, 2023	\$9,242.00
February 20, 2023	\$9,242.00
March 20, 2023	\$9,242.00
April 20, 2023	\$9,242.00
May 20, 2023	\$9,242.00
June 20, 2023	\$9,242.00

July 20, 2023	\$9,242.00
August 20, 2023	\$9,238.00

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.

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

#### IV. DEFAULT AND TERMINATION

4.1 The Association 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 Association's obligation to make timely payment.

4.2 If the Association defaults in the payment of any obligation hereunder, the Association 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 Association is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the Association is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the Association'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 Association showing the amounts due for the month in which termination occurs. The Association 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 Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 1 officer(s) to devote one hundred percent (100%) of their working time to provide law enforcement services related to the Association's geographical area, and provided that the Association 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 Association, the Association 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 Alan Rosen  
Harris County Constable  
1302 Preston Street  
Houston, Texas 77002

To the Association: SJ Medical Center, LLC dba St. Joseph Medical Center  
1401 St. Joseph Parkway  
Houston, Texas 77002  
Attention: Scott Flowers, Interim President

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 Association and it has received the approval by the Harris County Commissioners Court and the Constable.

7.5 This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3227

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

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

APPROVED:

Alan Rosen  
ALAN ROSEN  
Harris County Constable Precinct 1

ATTEST:

SJ MEDICAL CENTER, LLC DBA ST. JOSEPH  
MEDICAL CENTER  
(Association)

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

By Scott Flomen  
Title: Interim President

Date Signed: 8/24/23

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH SJ MEDICAL CENTER, LLC DBA ST. JOSEPH MEDICAL CENTER

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 AGREEMENT  
WITH SJ MEDICAL CENTER, LLC DBA ST. JOSEPH MEDICAL CENTER  
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$110,900.00, with SJ MEDICAL CENTER, LLC DBA ST. JOSEPH MEDICAL CENTER for law enforcement services on a fee basis. The 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.
3. This Agreement contemplates the providing of law enforcement services within the corporate limits of a municipality. It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, this agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which law enforcement services are contemplated to be provided. Such approval (or failure to disapprove) must occur by the 30<sup>th</sup> day after the date this agreement is received in the municipal offices.

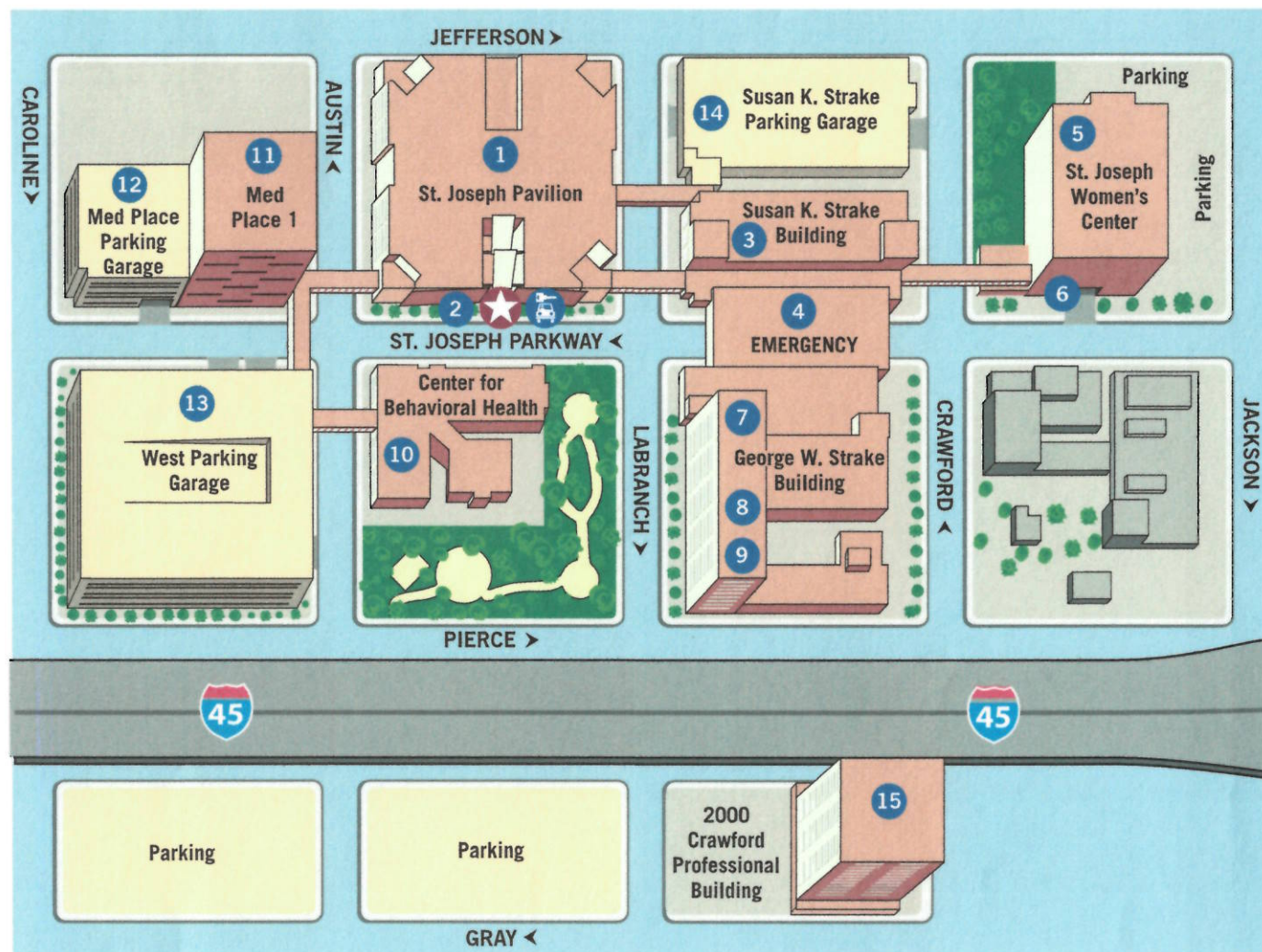
*C.A. File No. 22GEN3227*

**Exhibit A**

{See Attachment}



# St. Joseph Medical Center Campus Map



- |                             |                                 |                                        |
|-----------------------------|---------------------------------|----------------------------------------|
| 1 St. Joseph Pavilion       | 6 Women's Outpatient Clinic     | 11 Med Place 1                         |
| 2 Joe's Cafe                | 7 George W. Strake Building     | 12 Med Place Parking Garage            |
| 3 Susan K. Strake Building  | 8 Gift Shop                     | 13 West Parking Garage                 |
| 4 EMERGENCY CENTER          | 9 Cafeteria                     | 14 Susan K. Strake Parking Garage      |
| 5 St. Joseph Women's Center | 10 Center for Behavioral Health | 15 2000 Crawford Professional Building |

★ Main Entrance

*The St. Joseph Pavilion is the main hospital entrance and offers valet parking.  
Additional parking is available in the West Garage, Med Place 1, Susan K. Strake, Women's Center  
and at metered spots on the street level.*

**St. Joseph Medical Center**  
A STEWARD FAMILY HOSPITAL



*In Partnership with Physician Owners.*