

Dep 305 / Harris County Constable Precinct 5

Binglewood Civic Club, Inc. (+1)

Bridgeland Council, Inc. (+1)

The Reflections Homeowners Association, Inc. (+1)

Ashford Community Association, Inc.

Ashford West Community Association, Inc.

Association of Green Trails Phase II Homeowners, Inc.

Briarhills Property Owners Association and Briarhills Homeowners

Briar Meadow Homeowners' Association, Inc.

Cimarron Community Improvement Association, Inc.

Fleetwood Property Owners Association

Fonn Villas Civic Association, Inc.

Georgetown Homeowners Association, Inc.

Harris County Improvement District No. 4 D/B/A The Energy Corridor

Harris County Municipal Utility District No. 449

Hearthstone Homeowners Association, Inc.

Horsepen Bayou Municipal Utility District

Houston Humane Society

Houston Whispering Oaks Civic Club

Maplewood Civic Club, Inc.

Maplewood South-North Community Improvement Association

Memorial Glen Property Owners, Inc.

Meyerland Community Improvement Association

North Briar Community Association, Inc.

Nottingham Country Fund, Inc.

Nottingham Forest Civic Association, Inc.

Robindell Civic Club

Second Crown Colony Homeowners Association, Inc.

Shadowbriar Community Association, Inc.

South Briar Community Association, Inc.

The Westbury Civic Club, Inc.

Thornwood Fund, Inc.

Village Place Community Association, Inc.

Village West Community Association, Inc.

Walnut Bend Home Association, Inc.

West Memorial Civic Association

Westchester Owners Committee, Inc.

Wildflower Green Homeowners Association, Inc.

## **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 **BINGLEWOOD CIVIC CLUB, 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 5 (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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Binglewood Civic Club, Inc.  
P.O. Box 430943  
Houston, Texas 77243  
Attention: Ann Cowper

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. 22GEN3260

HARRIS COUNTY

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

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

APPROVED:

Ted Heap  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

BINGLEWOOD CIVIC CLUB, INC.  
(Association)

By Jan Southern  
Name: JANET SOUTHERN  
Secretary

By Ann Cowper (Ann Cowper)  
Title: President

Date Signed: September 1, 2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH BINGLEWOOD 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 BINGLEWOOD 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 BINGLEWOOD 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.

## POSITION MANAGEMENT REQUEST FORM

Business Unit Name: Harris County Constable Precinct 5 Business Unit Number: 30500

### SECTION I – TYPE OF REQUEST

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

### SECTION II – REASON FOR REQUEST

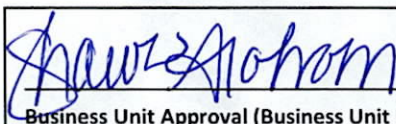
New Position for new contract with Binglewood Civic Club, Inc.

### SECTION III – PROPOSED EFFECTIVE DATE

|                         |                       |   |
|-------------------------|-----------------------|---|
| Proposed Effective Date | <u>10/08/2022</u>     | Date must be the beginning of a pay period. For requests requiring Commissioners Court approval, the earliest effective date will be the first pay period after approval. |
| Grant Effective Date    | From: _____ To: _____ |   |

### SECTION IV – POSITION DATA

| Current<br><i>Use "Pos_List_File" (PCN Download) to complete all fields</i> |        | Proposed<br><i>Complete all fields for a new position or change appropriate field(s) for existing position.</i> |                              |
|---|--------|---|------------------------------|
|   |        | Number of Positions   | 1                            |
| Position Description (Title)  |        | Position Description (Title-30 Spaces Max)  | Deputy VII, Binglewood Civic |
| Job Code Description  |        | Job Code Description  | Deputy VII, Binglewood Civic |
| Position Number   |        | Position Number (HRRM Use Only)   |                              |
| Company (CS, FC, HC, JV or PA)  |        | Company (CS, FC, HC, JV or PA)  | HC                           |
| Business Unit   |        | Business Unit   | 30500                        |
| Home Department ID Number   |        | Home Department ID Number   | 30516000                     |
| Location  |        | Location  | DEFAULT                      |
| Full Time, Part Time or Temporary   |        | Full Time, Part Time or Temporary   | FULL TIME                    |
| Budgeted Hours  |        | Budgeted Hours  | 2080                         |
| Salary Range Maximum  |        | Salary Range Maximum  | 37.02                        |
| FLSA Code   |        | FLSA Code   | N                            |
| Reports To Position Number  |        | Reports To Position Number  | 10009346                     |
| Fund Code   |        | Fund Code   | 1000                         |
| Funding Department ID Number  |        | Funding Department ID Number  | 30517100                     |
| Account (Same for all Business Units)                                       | 510010 | Account (Same for all Business Units)   | 510010                       |
| Business Unit PC (Projects or Grants only)                                  |        | Business Unit PC (Projects or Grants only)  |                              |
| Project/Grant (Projects or Grants only)                                     |        | Project/Grant (Projects or Grants only)   |                              |
| Activity ID (Projects or Grants only)                                       |        | Activity ID (Projects or Grants only)   |                              |
| Resource Type (Not currently used)  |        | Resource Type (Not currently used)  |                              |



Business Unit Approval (Business Unit Head or Designee)

9-12-22

Date

**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 **BRIDGELAND COUNCIL, 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 5 (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 10 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 \$776,000.00 for 10 officer(s) for a total sum of SEVEN HUNDRED SEVENTY SIX THOUSAND AND NO/100 DOLLARS (\$776,000.00) 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 | \$64,663.00 |
| October 20, 2022   | \$64,667.00 |
| November 20, 2022  | \$64,667.00 |
| December 20, 2022  | \$64,667.00 |
| January 20, 2023   | \$64,667.00 |
| February 20, 2023  | \$64,667.00 |
| March 20, 2023     | \$64,667.00 |
| April 20, 2023     | \$64,667.00 |
| May 20, 2023       | \$64,667.00 |
| June 20, 2023      | \$64,667.00 |
| July 20, 2023      | \$64,667.00 |
| August 20, 2023    | \$64,667.00 |



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 10 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Bridgeland Council, Inc.  
c/o Melissa Hargrove  
17302 House Hahl Rd, Suite 103  
Cypress, Texas 77433  
Attention: Melissa Hargrove

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. MENELEE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3093

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

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

APPROVED:

TED HEAP  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

BRIDGELAND COUNCIL, INC.  
(Association)

DocuSigned by:  
By Devyn Winkler  
Name: Devyn Winkler  
Secretary

DocuSigned by:  
By Steve Sams  
Title: President  
Date Signed: 8/31/2022

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH BRIDGELAND COUNCIL, 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 BRIDGELAND COUNCIL, 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 \$776,000.00, with BRIDGELAND COUNCIL, 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.

C.A. File No. 22GEN3093







## POSITION MANAGEMENT REQUEST FORM

Business Unit Name: Harris County Constable Precinct 5 Business Unit Number: 30500

### SECTION I – TYPE OF REQUEST

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

### SECTION II – REASON FOR REQUEST

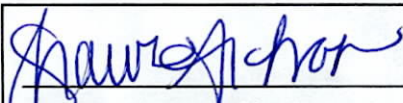
Contract renewal adding new position, Bridgeland Council, Inc.

### SECTION III – PROPOSED EFFECTIVE DATE

|                         |                       |   |
|-------------------------|-----------------------|---|
| Proposed Effective Date | <u>10/08/2022</u>     | Date must be the beginning of a pay period. For requests requiring Commissioners Court approval, the earliest effective date will be the first pay period after approval. |
| Grant Effective Date    | From: _____ To: _____ |   |

### SECTION IV – POSITION DATA

| Current<br><i>Use "Pos_List_File" (PCN Download) to complete all fields</i> |        | Proposed<br><i>Complete all fields for a new position or change appropriate field(s) for existing position.</i> |                        |
|---|--------|---|------------------------|
|   |        | Number of Positions   | 1                      |
| Position Description (Title)  |        | Position Description (Title-30 Spaces Max)  | Deputy VII, Bridgeland |
| Job Code Description  |        | Job Code Description  | Deputy VII, Bridgeland |
| Position Number   |        | Position Number (HRRM Use Only)   |                        |
| Company (CS, FC, HC, JV or PA)  |        | Company (CS, FC, HC, JV or PA)  | HC                     |
| Business Unit   |        | Business Unit   | 30500                  |
| Home Department ID Number   |        | Home Department ID Number   | 30516000               |
| Location  |        | Location  | DEFAULT                |
| Full Time, Part Time or Temporary   |        | Full Time, Part Time or Temporary   | FULL TIME              |
| Budgeted Hours  |        | Budgeted Hours  | 2080                   |
| Salary Range Maximum  |        | Salary Range Maximum  | 37.02                  |
| FLSA Code   |        | FLSA Code   | N                      |
| Reports To Position Number  |        | Reports To Position Number  | 10009346               |
| Fund Code   |        | Fund Code   | 1000                   |
| Funding Department ID Number  |        | Funding Department ID Number  | 30517100               |
| Account (Same for all Business Units)                                       | 510010 | Account (Same for all Business Units)   | 510010                 |
| Business Unit PC (Projects or Grants only)                                  |        | Business Unit PC (Projects or Grants only)  |                        |
| Project/Grant (Projects or Grants only)                                     |        | Project/Grant (Projects or Grants only)   |                        |
| Activity ID (Projects or Grants only)                                       |        | Activity ID (Projects or Grants only)   |                        |
| Resource Type (Not currently used)  |        | Resource Type (Not currently used)  |                        |


9-12-22  
 Business Unit Approval (Business Unit Head or Designee) Date

## **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 **THE REFLECTIONS HOMEOWNERS 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 5 (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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: The Reflections Homeowners Association, Inc.  
945 Eldridge Rd.  
Sugarland, Texas 77478  
Attention: Rachel Rivera, Agent

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. 22GEN3530

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

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

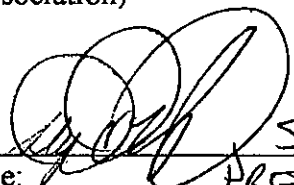
APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

THE REFLECTIONS HOMEOWNERS  
ASSOCIATION, INC.  
(Association)

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

  
By \_\_\_\_\_ Stephen WARISAC  
Title: \_\_\_\_\_ PRESIDENT OF HOA  
Date Signed: 9/14/2022

**ORDER OF COMMISSIONERS COURT**  
**AUTHORIZING AGREEMENT WITH THE REFLECTIONS HOMEOWNERS 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 THE REFLECTIONS HOMEOWNERS ASSOCIATION, INC.**  
**FOR LAW ENFORCEMENT SERVICES**

Commissioner \_\_\_\_\_ introduced an order and moved the 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 THE REFLECTIONS HOMEOWNERS 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.

## POSITION MANAGEMENT REQUEST FORM

Business Unit Name: Harris County Constable Precinct 5 Business Unit Number: 30500

### SECTION I – TYPE OF REQUEST

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

### SECTION II – REASON FOR REQUEST

New Position for new contract with The Reflections Homeowners Association, Inc.

### SECTION III – PROPOSED EFFECTIVE DATE

|                         |                       |   |
|-------------------------|-----------------------|---|
| Proposed Effective Date | <u>10-8-2022</u>      | Date must be the beginning of a pay period. For requests requiring Commissioners Court approval, the earliest effective date will be the first pay period after approval. |
| Grant Effective Date    | From: _____ To: _____ |   |

### SECTION IV – POSITION DATA

| Current<br>Use "Pos_List_File" (PCN Download) to complete all fields |        | Proposed<br>Complete all fields for a new position or change appropriate field(s) for existing position. |                         |
|--|--------|--|-------------------------|
|  |        | Number of Positions  | 1                       |
| Position Description (Title)   |        | Position Description (Title-30 Spaces Max)   | Deputy VII, Reflections |
| Job Code Description   |        | Job Code Description   | Deputy VII, Reflections |
| Position Number  |        | Position Number (HRRM Use Only)  |                         |
| Company (CS, FC, HC, JV or PA)                                       |        | Company (CS, FC, HC, JV or PA)   | HC                      |
| Business Unit  |        | Business Unit  | 30500                   |
| Home Department ID Number  |        | Home Department ID Number  | 30516000                |
| Location   |        | Location   | DEFAULT                 |
| Full Time, Part Time or Temporary                                    |        | Full Time, Part Time or Temporary  | FULL TIME               |
| Budgeted Hours   |        | Budgeted Hours   | 2080                    |
| Salary Range Maximum   |        | Salary Range Maximum   | 37.02                   |
| FLSA Code  |        | FLSA Code  | N                       |
| Reports To Position Number   |        | Reports To Position Number   | 10009346                |
| Fund Code  |        | Fund Code  | 1000                    |
| Funding Department ID Number   |        | Funding Department ID Number   | 30517100                |
| Account (Same for all Business Units)                                | 510010 | Account (Same for all Business Units)  | 510010                  |
| Business Unit PC (Projects or Grants only)                           |        | Business Unit PC (Projects or Grants only)   |                         |
| Project/Grant (Projects or Grants only)                              |        | Project/Grant (Projects or Grants only)  |                         |
| Activity ID (Projects or Grants only)                                |        | Activity ID (Projects or Grants only)  |                         |
| Resource Type (Not currently used)                                   |        | Resource Type (Not currently used)   |                         |



Business Unit Approval (Business Unit Head or Designee)

9-12-2022

Date

## **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 **ASHFORD COMMUNITY 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 5 (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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Ashford Community Association, Inc.  
c/o Graham Management  
2825 Wilcrest Dr., Suite 600  
Houston, Texas 77042  
Attention: 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. MENEFFEE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3088

HARRIS COUNTY

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

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

APPROVED:

TED HEAP  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

ASHFORD COMMUNITY ASSOCIATION,  
INC.  
(Association)

By J. Ellen Anderson  
Name: J. Ellen Anderson  
Secretary

By DGP  
Title: President Denielle Getsinger  
Date Signed: 9/1/2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH ASHFORD COMMUNITY ASSOCIATION, INC.

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

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

ORDER AUTHORIZING AGREEMENT  
WITH ASHFORD COMMUNITY ASSOCIATION, INC.  
FOR LAW ENFORCEMENT SERVICES

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

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

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

IT IS ORDERED that:

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 ASHFORD COMMUNITY 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. 22GEN3088



## **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 **ASHFORD WEST COMMUNITY 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 5 (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 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 | \$7,388.00 |
| 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Ashford West Community Association, Inc.  
c/o Tony Navarro  
12703 Westmere Dr.  
Houston, Texas 77077

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

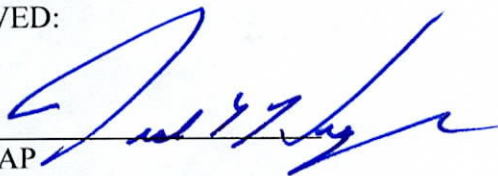
HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3089

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

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

APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

ASHFORD WEST COMMUNITY  
ASSOCIATION, INC.  
(Association)

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

By Anthony C. Navarro  
Title: President  
Date Signed: 9/7/22

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH ASHFORD WEST COMMUNITY ASSOCIATION, INC.

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

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

ORDER AUTHORIZING AGREEMENT  
WITH ASHFORD WEST COMMUNITY ASSOCIATION, INC.  
FOR LAW ENFORCEMENT SERVICES

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

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

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

IT IS ORDERED that:

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 ASHFORD WEST COMMUNITY 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. 22GEN3089



**5AW**

**Last Change: Jan 7, 2008**

## **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 **ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, 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 5 (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 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 \$388,000.00 for 5 officer(s) for a total sum of THREE HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 DOLLARS (\$388,000.00) 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 | \$32,337.00 |
| October 20, 2022   | \$32,333.00 |
| November 20, 2022  | \$32,333.00 |
| December 20, 2022  | \$32,333.00 |
| January 20, 2023   | \$32,333.00 |
| February 20, 2023  | \$32,333.00 |
| March 20, 2023     | \$32,333.00 |
| April 20, 2023     | \$32,333.00 |
| May 20, 2023       | \$32,333.00 |
| June 20, 2023      | \$32,333.00 |
| July 20, 2023      | \$32,333.00 |

August 20, 2023      \$32,333.00

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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Association of Green Trails Phase II Homeowners, Inc.  
c/o Crest Management Company  
17171 Park Row, Suite 310  
Houston, Texas 77077

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. MENEFE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3090

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

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

APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

ASSOCIATION OF GREEN TRAILS PHASE II  
HOMEOWNERS, INC.  
(Association)

By Linda Muchisky  
Name: LINDA MUCHISKY  
Secretary

By WESTEBAN  
Title: Agent  
Date Signed: 8-31-22

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, 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 ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, 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"/> |

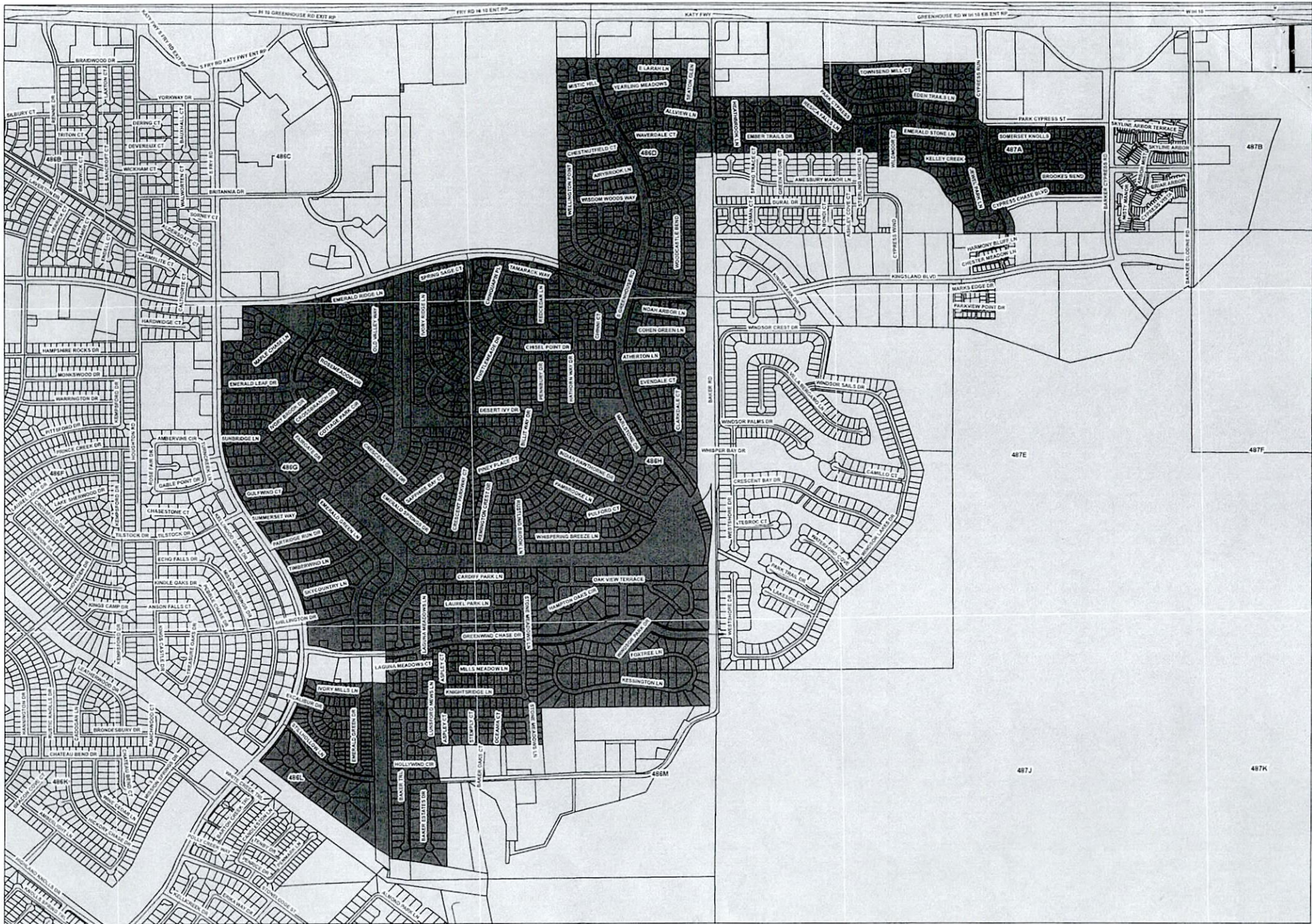
The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

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 \$388,000.00, with ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, 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.





#### Legend

- Road Centerlines
- Contract Boundary

# Association of Green Trails Phase II

Cad Code 5005

Updated: 2020-02-04



## **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 **BRIARHILLS PROPERTY OWNERS ASSOCIATION** and **BRIARHILLS HOMEOWNER'S 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 5 (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 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 \$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.

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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Briarhills Property Owners Association and ~~Briarhills Homeowner's Association~~  
Fleetwood Box 940548  
Houston, Texas 77094-7548

Attention: Property Manager  
and

Briarhills Homeowner's Association  
c/o Graham Management  
2825 Wilcrest Dr., Suite 600  
Houston, Texas 77042

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. 22GEN3091

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

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

APPROVED:

TED HEAP  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

BRIARHILLS PROPERTY OWNERS  
ASSOCIATION  
(Association)

By CONSTANTIN PLATON  
Name: CONSTANTIN PLATON  
Secretary  
8/28/2022

By President  
By: \_\_\_\_\_  
Title: President  
Date Signed: 8/24/22

ATTEST:

BRIARHILLS HOMEOWNER'S ASSOCIATION  
(Association)

By KATHERINE WILLIAMS  
Name: KATHERINE WILLIAMS  
Secretary  
8/29/22

By THUR  
By: THUR  
Title: President  
Date Signed: 8/30/2022

**ORDER OF COMMISSIONERS COURT**  
**AUTHORIZING AGREEMENT WITH BRIARHILLS PROPERTY OWNERS ASSOCIATION and**  
**BRIARHILLS HOMEOWNER'S 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 BRIARHILLS PROPERTY OWNERS ASSOCIATION and BRIARHILLS**  
**HOMEOWNER'S 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 \$266,100.00, with BRIARHILLS PROPERTY OWNERS ASSOCIATION and BRIARHILLS HOMEOWNER'S 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. 22GEN309





## **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 **BRIARMEADOW HOMEOWNERS' 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 5 (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 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 \$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.

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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Briarmeadow Homeowners' Association, Inc.  
1800 Augusta, Suite 200  
Houston, Texas 77057  
Attention: Michael Cruz

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. 22GEN3092

HARRIS COUNTY

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

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

APPROVED:

Ted Heap  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

BRIARMEADOW  
ASSOCIATION, INC.  
(Association)

HOMEOWNERS'

By Cindy Rosenthal  
Name: Cindy Rosenthal  
Secretary

By John Weatherly  
Title: President  
Date Signed: 8/22/22



ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH BRIARMEADOW HOMEOWNERS' 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 BRIARMEADOW HOMEOWNERS' 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 BRIARMEADOW HOMEOWNERS' 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. 22GEN3092



## Updated: 2017-12-29



## **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 **CIMARRON COMMUNITY IMPROVEMENT 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 5 (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 6 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 \$465,600.00 for 6 officer(s) for a total sum of FOUR HUNDRED SIXTY FIVE THOUSAND, SIX HUNDRED AND NO/100 DOLLARS (\$465,600.00) 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 | \$38,800.00 |
| October 20, 2022   | \$38,800.00 |
| November 20, 2022  | \$38,800.00 |
| December 20, 2022  | \$38,800.00 |
| January 20, 2023   | \$38,800.00 |
| February 20, 2023  | \$38,800.00 |
| March 20, 2023     | \$38,800.00 |
| April 20, 2023     | \$38,800.00 |
| May 20, 2023       | \$38,800.00 |
| June 20, 2023      | \$38,800.00 |

|                 |             |
|-----------------|-------------|
| July 20, 2023   | \$38,800.00 |
| August 20, 2023 | \$38,800.00 |

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 6 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Cimarron Community Improvement Association, Inc.  
c/o Masc Austin Properties, Inc.  
945 Eldridge Rd.  
Sugar Land, Texas 77478  
Attention: Angela Connell

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. 22GEN3095

HARRIS COUNTY

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

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

APPROVED:

Ted Heap  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:  
ASSOCIATION, INC.

By Harry Martello  
Name: Harry Martello  
Secretary

CIMARRON COMMUNITY IMPROVEMENT

(Association)

By [Signature]  
Title: PRESIDENT

Date Signed: 8/22/22

James E KOEBEL II

[Signature] [Signature]  
[Signature]

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH CIMARRON COMMUNITY IMPROVEMENT 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 CIMARRON COMMUNITY IMPROVEMENT 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 \$465,600.00, with CIMARRON COMMUNITY IMPROVEMENT 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.





# Cimmaron

CAD Code: 5CM, 5CI  
Updated: 2015-03-23



## Legend

- Road Centerlines
- ▬ Contract Boundary

## **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 **FLEETWOOD PROPERTY OWNERS 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 5 (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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Fleetwood Property Owners Association  
c/o Crest Management Company  
17171 Park Row, Suite 310  
Houston, Texas 77084

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

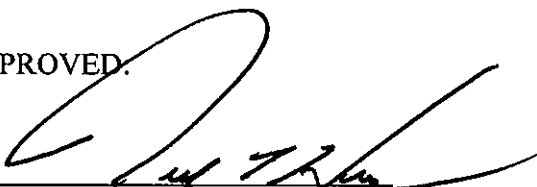
HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3096

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

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

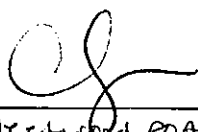
APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

FLEETWOOD PROPERTY OWNERS  
ASSOCIATION  
(Association)

By Sharon Swanson  
Name: Sharon Swanson  
Secretary

By   
Title: Fleetwood POA President  
Date Signed: 8/29/2022

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH FLEETWOOD PROPERTY OWNERS 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 FLEETWOOD PROPERTY OWNERS 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 FLEETWOOD PROPERTY OWNERS 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.

## **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 **FONN VILLAS 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 5 (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 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 \$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.

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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Fonn Villas Civic Association, Inc.  
c/o Michael Ferrier  
12631 Pebblebrook Dr  
Houston, Texas 77024

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

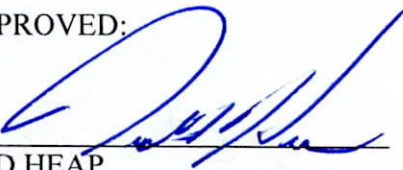
By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3097

HARRIS COUNTY

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

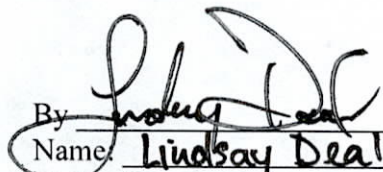
Date Signed: \_\_\_\_\_

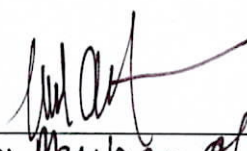
APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

FONN VILLAS CIVIC ASSOCIATION, INC.  
(Association)

By   
Name: Lindsay Deal  
Secretary

By   
Title: Member of Board  
Date Signed: 9/2/22

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH FONN VILLAS 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 FONN VILLAS 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"/> |
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| 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 FONN VILLAS 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. 22GEN3097





Legend

- Road Centerlines

Contract Boundary

# Fonn Villas

CAD Code: 5FV

Updated: 2015-03-19

## **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 **GEORGETOWN HOMEOWNERS 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 5 (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:

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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 | \$7,388.00 |
| 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Georgetown Homeowners Association, Inc.  
13182 Trail Hollow Dr.  
Houston, Texas 77079  
Attention: Ashlee Richardson

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. 22GEN3098

HARRIS COUNTY

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

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


APPROVED:

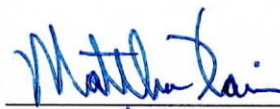
  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

GEORGETOWN  
ASSOCIATION, INC.  
(Association)

HOMEOWNERS

By   
Name: Kristen Naumko  
Secretary

By   
Title: President  
Date Signed: 8/19/2022

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH GEORGETOWN HOMEOWNERS 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 GEORGETOWN HOMEOWNERS 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 \$88,700.00, with GEORGETOWN HOMEOWNERS 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. 22GEN3098

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN HARRIS COUNTY AND  
HARRIS COUNTY IMPROVEMENT DISTRICT NO. 4 D/B/A THE ENERGY  
CORRIDOR 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 **HARRIS COUNTY IMPROVEMENT DISTRICT NO. 4 D/B/A THE ENERGY CORRIDOR 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 5 (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 one hundred percent (100%) 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 \$443,600.00 for 4 officer(s) for a total sum of FOUR HUNDRED FORTY THREE THOUSAND, SIX HUNDRED AND NO/100 DOLLARS (\$443,600.00) 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. 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 | \$36,963.00 |
| October 20, 2022   | \$36,967.00 |
| November 20, 2022  | \$36,967.00 |
| December 20, 2022  | \$36,967.00 |
| January 20, 2023   | \$36,967.00 |
| February 20, 2023  | \$36,967.00 |
| March 20, 2023     | \$36,967.00 |
| April 20, 2023     | \$36,967.00 |
| May 20, 2023       | \$36,967.00 |
| June 20, 2023      | \$36,967.00 |
| July 20, 2023      | \$36,967.00 |

August 20, 2023      \$36,967.00

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 one hundred percent (100%)

of their working time to provide law enforcement services related to the District's geographical area, and provided that the District has prepaid its sum and further provided that such notice from the Constable identifies that such vacancy or elimination was of a position that served or facilitated service to the District, the District shall receive a refund equal to the number of days between the date of the Constable's notice and a subsequent meeting of Commissioners Court at which Commissioners Court amends or terminates the Agreement.

## V. NOTICE

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

|                  |  |
|------------------|--|
| To the County:   | Harris County<br>Harris County Administration Building<br>1001 Preston, Suite 610<br>Houston, Texas 77002<br>Attention: Clerk, Commissioners Court             |
| with a copy to:  | Constable Ted Heap<br>Harris County Constable<br>17423 Katy Freeway<br>Houston, Texas 77094  |
| To the District: | Harris County Improvement District No. 4 d/b/a The Energy<br>Corridor District<br>c/o Rachael Weaver<br>777 N Eldridge Pkwy, Suite 270<br>Houston, Texas 77079 |

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. 22GEN3099

HARRIS COUNTY

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

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

APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

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

APPROVED AS TO FORM:

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

HARRIS COUNTY IMPROVEMENT DISTRICT NO.  
4 D/B/A THE ENERGY CORRIDOR DISTRICT  
(District)

By Elijah J. Williams  
Title: Executive Director

Date Signed: EJ Williams

**ORDER OF COMMISSIONERS COURT**  
**AUTHORIZING AGREEMENT WITH HARRIS COUNTY IMPROVEMENT DISTRICT NO. 4 D/B/A THE**  
**ENERGY CORRIDOR 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 HARRIS COUNTY IMPROVEMENT DISTRICT NO. 4 D/B/A THE ENERGY**  
**CORRIDOR 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"/> |

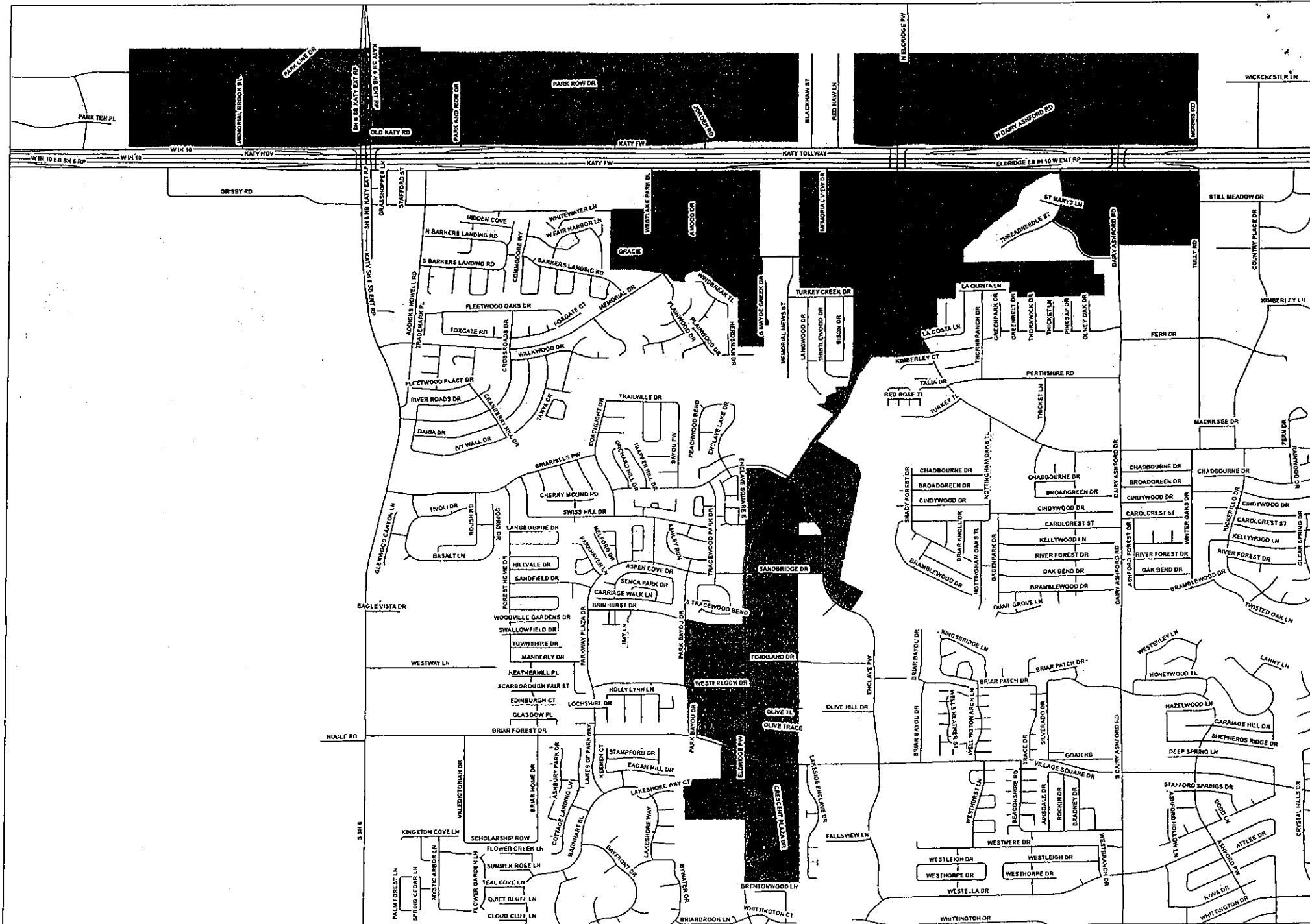
The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

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 \$443,600.00, with HARRIS COUNTY IMPROVEMENT DISTRICT NO. 4 D/B/A THE ENERGY CORRIDOR 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.





Legend

— Road Centerlines

■ Contract Boundary

# Energy Corridor

CAD Code: 5ECHO

Updated: 2016-01-01

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN HARRIS COUNTY AND  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 449**

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. 449** (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 5 (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 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 \$310,400.00 for 4 officer(s) for a total sum of THREE HUNDRED TEN THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$310,400.00) 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 | \$25,863.00 |
| October 20, 2022   | \$25,867.00 |
| November 20, 2022  | \$25,867.00 |
| December 20, 2022  | \$25,867.00 |
| January 20, 2023   | \$25,867.00 |
| February 20, 2023  | \$25,867.00 |
| March 20, 2023     | \$25,867.00 |
| April 20, 2023     | \$25,867.00 |
| May 20, 2023       | \$25,867.00 |
| June 20, 2023      | \$25,867.00 |
| July 20, 2023      | \$25,867.00 |
| August 20, 2023    | \$25,867.00 |

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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the District: Harris County Municipal Utility District No. 449  
c/o McLennan & Associates, LP  
1717 St. James Place, Suite 500  
Houston, Texas 77056  
Attention: Mary Lutz

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. 22GEN3103

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

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


APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

HARRIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 449  
(District)

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

By   
Title: Director  
Date Signed: 9/13/2022

APPROVED AS TO FORM:

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

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 449

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. 449  
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 \$310,400.00, with HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 449 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 **HEARTHSTONE HOMEOWNERS 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 5 (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 4 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 \$310,400.00 for 4 officer(s) for a total sum of THREE HUNDRED TEN THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$310,400.00) 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 | \$25,863.00 |
| October 20, 2022   | \$25,867.00 |
| November 20, 2022  | \$25,867.00 |
| December 20, 2022  | \$25,867.00 |
| January 20, 2023   | \$25,867.00 |
| February 20, 2023  | \$25,867.00 |
| March 20, 2023     | \$25,867.00 |
| April 20, 2023     | \$25,867.00 |
| May 20, 2023       | \$25,867.00 |
| June 20, 2023      | \$25,867.00 |
| July 20, 2023      | \$25,867.00 |
| August 20, 2023    | \$25,867.00 |

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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Hearthstone Homeowners Association, Inc.  
c/o Inframark Management Services  
2002 W. Grand Parkway North, Suite 100  
Katy, Texas 77479  
Attention: Brian Cantrell

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

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3104

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

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

APPROVED:

TED HEAP  
Harris County Constable Precinct 5

ATTEST:

By Virgil D. Hydes  
Name: Virgil D. Hydes  
Secretary

HEARTHSTONE  
ASSOCIATION, INC.  
(Association)

HOMEOWNERS

By Brian Comtee  
Title: Vice-President

Date Signed: 8/14/2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH HEARTHSTONE HOMEOWNERS 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 HEARTHSTONE HOMEOWNERS 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"/> |

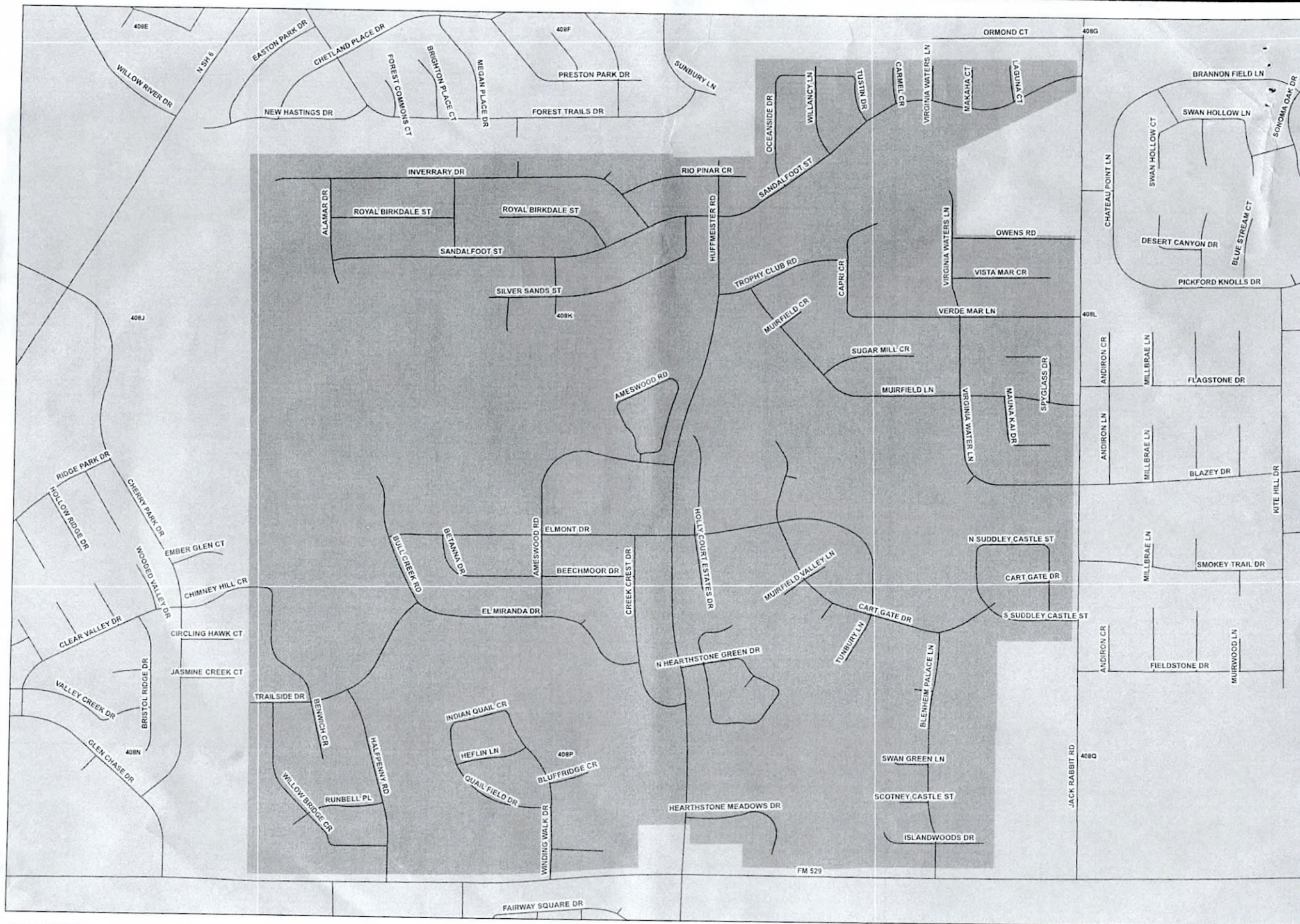
The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

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 \$310,400.00, with HEARTHSTONE HOMEOWNERS 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.





Legend  
 — Road Centerlines  
 ■ Contract Boundary

# Hearthstone

CAD Code: 5HS  
 Updated: 2014-08-04

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN HARRIS COUNTY AND  
HORSEPEN BAYOU 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 **HORSEPEN BAYOU 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 5 (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 7 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 \$543,200.00 for 7 officer(s) for a total sum of FIVE HUNDRED FORTY THREE THOUSAND, TWO HUNDRED AND NO/100 DOLLARS (\$543,200.00) 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 | \$45,263.00 |
| October 20, 2022   | \$45,267.00 |
| November 20, 2022  | \$45,267.00 |
| December 20, 2022  | \$45,267.00 |
| January 20, 2023   | \$45,267.00 |
| February 20, 2023  | \$45,267.00 |
| March 20, 2023     | \$45,267.00 |
| April 20, 2023     | \$45,267.00 |
| May 20, 2023       | \$45,267.00 |
| June 20, 2023      | \$45,267.00 |
| July 20, 2023      | \$45,267.00 |
| August 20, 2023    | \$45,267.00 |

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 7 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<br>Harris County Administration Building<br>1001 Preston, Suite 610<br>Houston, Texas 77002<br>Attention: Clerk, Commissioners Court |
| with a copy to:  | Constable Ted Heap<br>Harris County Constable<br>17423 Katy Freeway<br>Houston, Texas 77094  |
| To the District: | Horsepen Bayou Municipal Utility District<br>c/o Allen Boone Humphries Robinson LLP<br>3200 Southwest Freeway, Suite 2600<br>Houston, Texas 77027  |
| Attention:       | Greer Pagan  |

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

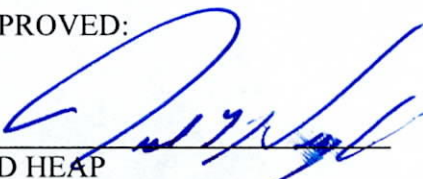
HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3106

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

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


APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

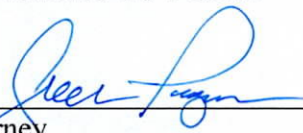
ATTEST:

HORSEPEN BAYOU MUNICIPAL UTILITY  
DISTRICT  
(District)

By   
Name: Ken Nguyen  
Asst. Secretary

By   
Title: Garth Gwynn  
Date Signed: August 25, 2022

APPROVED AS TO FORM:

By   
Attorney

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH HORSEPEN BAYOU 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 HORSEPEN BAYOU 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 \$543,200.00, with HORSEPEN BAYOU 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.





Updated: 2016-12-14



## **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 HUMANE SOCIETY** (the "Society").

### **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 Society desires to obtain the services of the Harris County Constable Precinct 5 (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:

### **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 officer(s) to devote one hundred percent (100%) 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 \$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 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 | \$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 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 one hundred percent (100%) 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Society: Houston Humane Society  
c/o Gary Poon or Brend Sosa  
14700 Alameda Rd  
Houston, Texas 77053  
Attention: Gary Poon or Brenda Sosa

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


HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3107

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

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

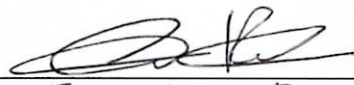
APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

HOUSTON HUMANE SOCIETY  
(Society)

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

By   
Title: Executive Director  
Date Signed: 8/29/2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH HOUSTON HUMANE SOCIETY

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 HUMANE SOCIETY  
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 HOUSTON HUMANE SOCIETY 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 **HOUSTON WHISPERING OAKS 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 5 (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 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 | \$7,388.00 |
| 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Houston Whispering Oaks Civic Club  
259 Plantation Road  
Houston, Texas 77024  
Attention: Ann Tidwell

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. 22GEN3108

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

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

APPROVED:

TED HEAP  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

HOUSTON WHISPERING OAKS CIVIC CLUB  
(Association)

By Nancy Tolkins  
Name: Nancy Tolkins  
Secretary  
Secretary Coordinator

By Anna Hidalgo  
Title: Security Coordinator  
Date Signed: 08/25/2022

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH HOUSTON WHISPERING OAKS 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 HOUSTON WHISPERING OAKS 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:

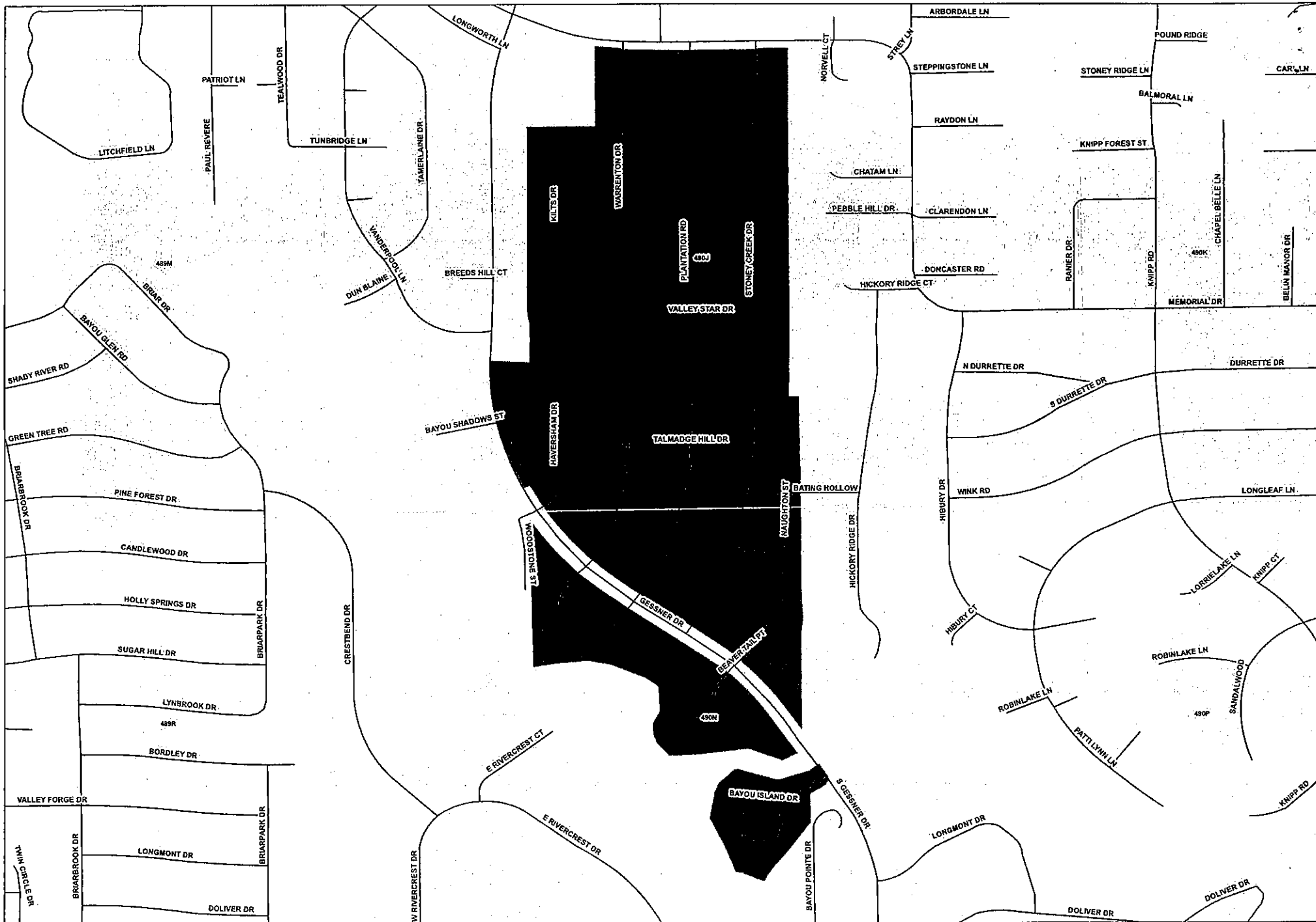
IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$88,700.00, with HOUSTON WHISPERING OAKS 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.

C.A. File No. 22GEN3108



Legend

— Road Centerlines

■ Contract Boundary

# Whispering Oaks

CAD Code: 5WO

Updated: 2015-03-15

## 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 **MAPLEWOOD CIVIC CLUB, 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 5 (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 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 | \$7,388.00 |
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| 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 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 Ted Heap  
                          Harris County Constable  
                          17423 Katy Freeway  
                          Houston, Texas 77094

To the Association:   Maplewood Civic Club, Inc.  
                          PMB 280, 5300 N. Braeswood Blvd. #4  
                          Houston, Texas 77096-3307  
                          Attention: Phil Kunetka, President / Jerry Hebert, VP

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. 22GEN3112

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

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

APPROVED:

TED HEAP  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

MAPLEWOOD CIVIC CLUB, INC.  
(Association)

By G. Michael Wilson  
Name: G. MICHAEL WILSON  
Secretary

By Paul K...  
Title: PRESIDENT  
Date Signed: 8/18/2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH MAPLEWOOD 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 MAPLEWOOD 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:

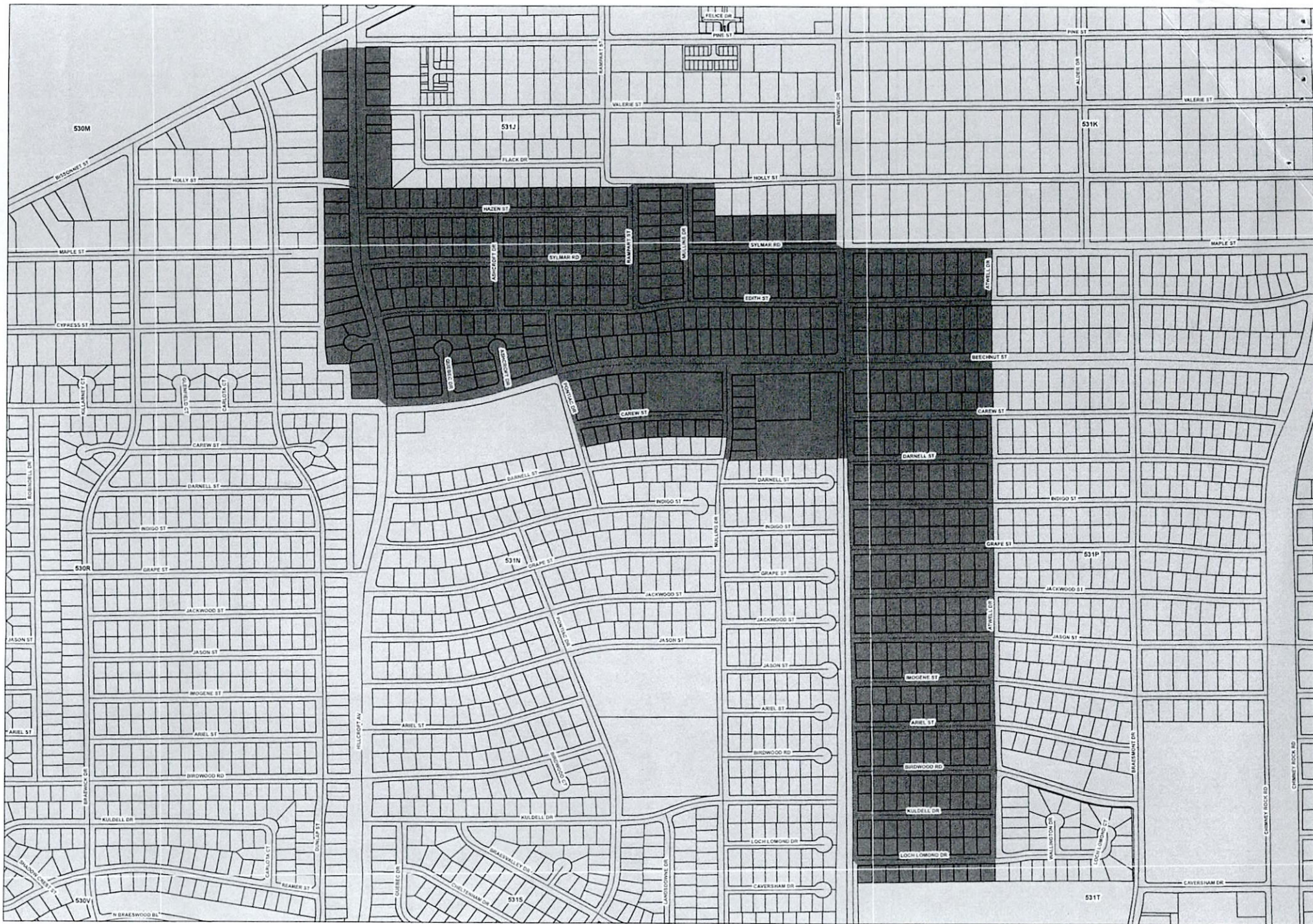
1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$88,700.00, with MAPLEWOOD CIVIC CLUB, INC. for law enforcement services on a fee basis. The Agreement is incorporated by reference and made a part of this order for all intents 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. 22GEN3112





Legend

- Road Centerlines
- Contract Boundary

# Maplewood Civic Club

Tiburon Code: 5MW

Superior Code: 5058

Updated: 2017-12-29



## **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 **MAPLEWOOD SOUTH-NORTH 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 5 (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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Maplewood South-North Community Improvement Association  
c/o Karen Kimble  
6202 Yarwell Dr.  
Houston, Texas 77096

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. 22GEN3113

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

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

APPROVED:

TED HEAP  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

MAPLEWOOD  
COMMUNITY  
ASSOCIATION  
(Association)

SOUTH-NORTH  
IMPROVEMENT

By Christine LaBore  
Name: Christine LaBore  
Secretary

By Alanne Alencastro-Cory  
Title: President, MSN-CIA  
Date Signed: August 25, 2022

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH MAPLEWOOD SOUTH-NORTH 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 MAPLEWOOD SOUTH-NORTH 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:**

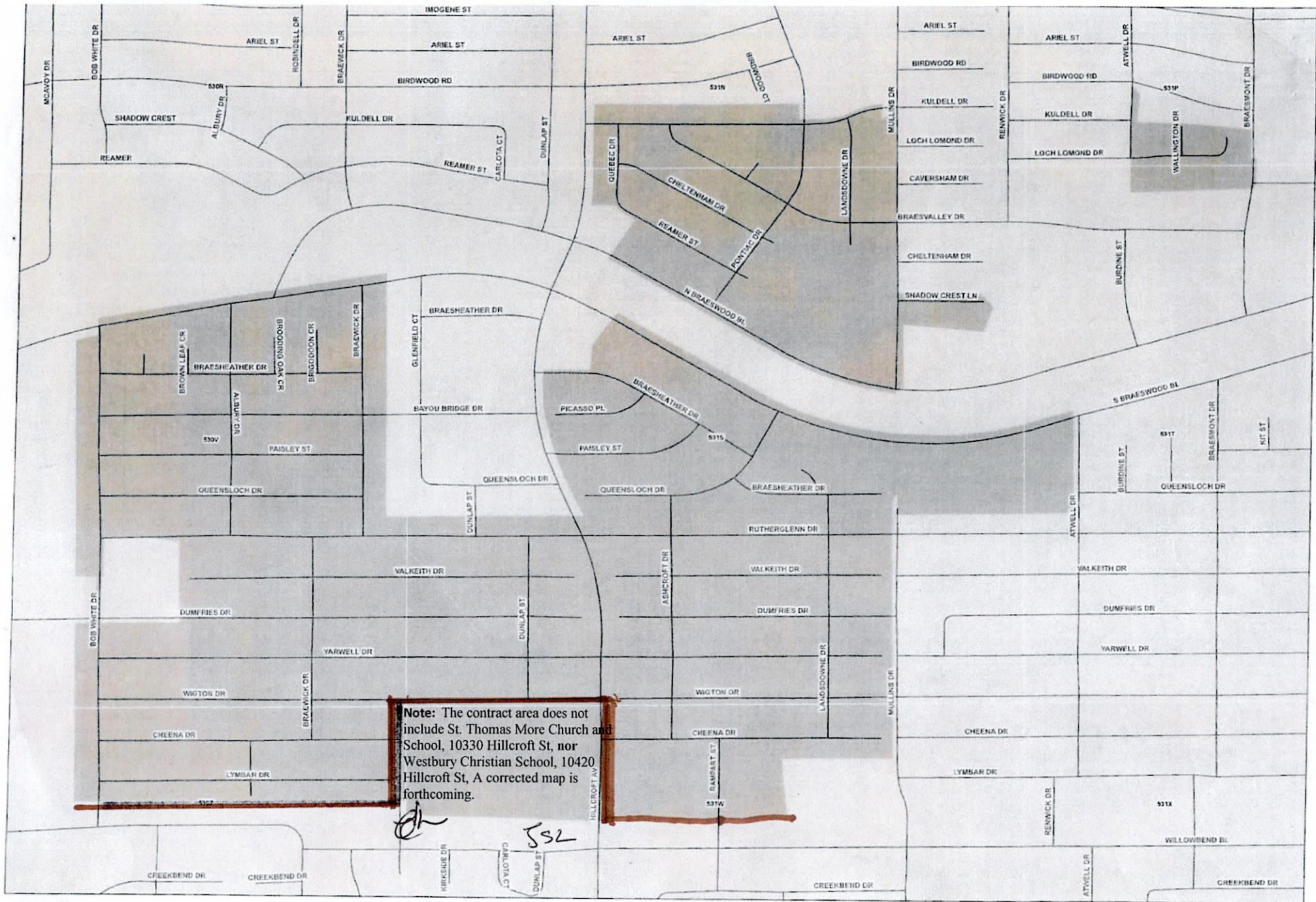
1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$354,800.00, with MAPLEWOOD SOUTH-NORTH COMMUNITY IMPROVEMENT ASSOCIATION for law enforcement services on a fee basis. The Agreement is incorporated by reference and made a part 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. 22GEN3113*





Legend  
 — Road Centerlines  
 ■ Contract Boundary

# Maplewood South

CAD Code: 5MS  
 Updated: 2015-06-18



## **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 GLEN PROPERTY OWNERS, 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 5 (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 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 | \$7,388.00 |
| 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Memorial Glen Property Owners, Inc.  
P. O. Box 19448  
Houston, Texas 77224-9448  
Attention: Neighborhood Liaison

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. 22GEN3117

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

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

APPROVED:

Ted Heap  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

MEMORIAL GLEN PROPERTY OWNERS,  
INC.  
(Association)

By Jon T. Harkenberry  
Name: Jon T. Harkenberry  
Secretary  
Memorial Glen Property Owner  
Board Member and Security  
Liason.

By [Signature]  
Title: President  
Date Signed: 8-28-22

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH MEMORIAL GLEN PROPERTY OWNERS, 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 MEMORIAL GLEN PROPERTY OWNERS, 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 MEMORIAL GLEN PROPERTY OWNERS, 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. 22GEN3117



 Contract Boundary

## Updated: 2022-02-02



## 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 **MEYERLAND 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 5 (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 7 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

*Handwritten signature and date:*  
9/30/22

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 \$620,900.00 for 7 officer(s) for a total sum of SIX HUNDRED TWENTY THOUSAND, NINE HUNDRED AND NO/100 DOLLARS (\$620,900.00) 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 | \$51,738.00 |
| October 20, 2022   | \$51,742.00 |
| November 20, 2022  | \$51,742.00 |
| December 20, 2022  | \$51,742.00 |
| January 20, 2023   | \$51,742.00 |
| February 20, 2023  | \$51,742.00 |
| March 20, 2023     | \$51,742.00 |
| April 20, 2023     | \$51,742.00 |
| May 20, 2023       | \$51,742.00 |
| June 20, 2023      | \$51,742.00 |
| July 20, 2023      | \$51,742.00 |

*gm*  
8/30/22

August 20, 2023      \$51,742.00

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 7 officer(s) to devote eighty

*6/18*  
*8/20/22*

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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Meyerland Community Improvement Association  
c/o General Manager and President  
4999 W. Bellfort St.  
Houston, Texas 77035  
Attention: General Manager and 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. 22GEN3119

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

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

APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

MEYERLAND COMMUNITY  
IMPROVEMENT ASSOCIATION  
(Association)

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

By   
Title: President, Board of Directors

Date Signed: 8/30/2022



ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH MEYERLAND 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 MEYERLAND 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 \$620,900.00, with MEYERLAND 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. 22GEN3119



CAD Code: 5ML  
Updated: 2015-05-06

## **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 **NORTH BRIAR COMMUNITY 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 5 (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 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 | \$7,388.00 |
| 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: North Briar Community Association, Inc.  
c/o John Kennelly  
11918 Summerdale St.  
Houston, Texas 77077

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. 22GEN3120

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

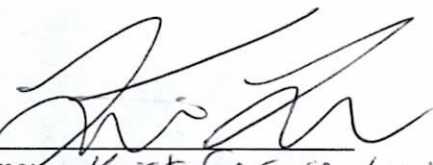
Date Signed: \_\_\_\_\_

APPROVED:

  
\_\_\_\_\_  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

NORTH BRIAR COMMUNITY  
ASSOCIATION, INC.  
(Association)

By   
Name: Kristofer N. Low  
Secretary

By   
Title: PRESIDENT

Date Signed: 8/26/2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH NORTH BRIAR COMMUNITY ASSOCIATION, INC.

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

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

ORDER AUTHORIZING AGREEMENT  
WITH NORTH BRIAR COMMUNITY ASSOCIATION, INC.  
FOR LAW ENFORCEMENT SERVICES

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

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

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

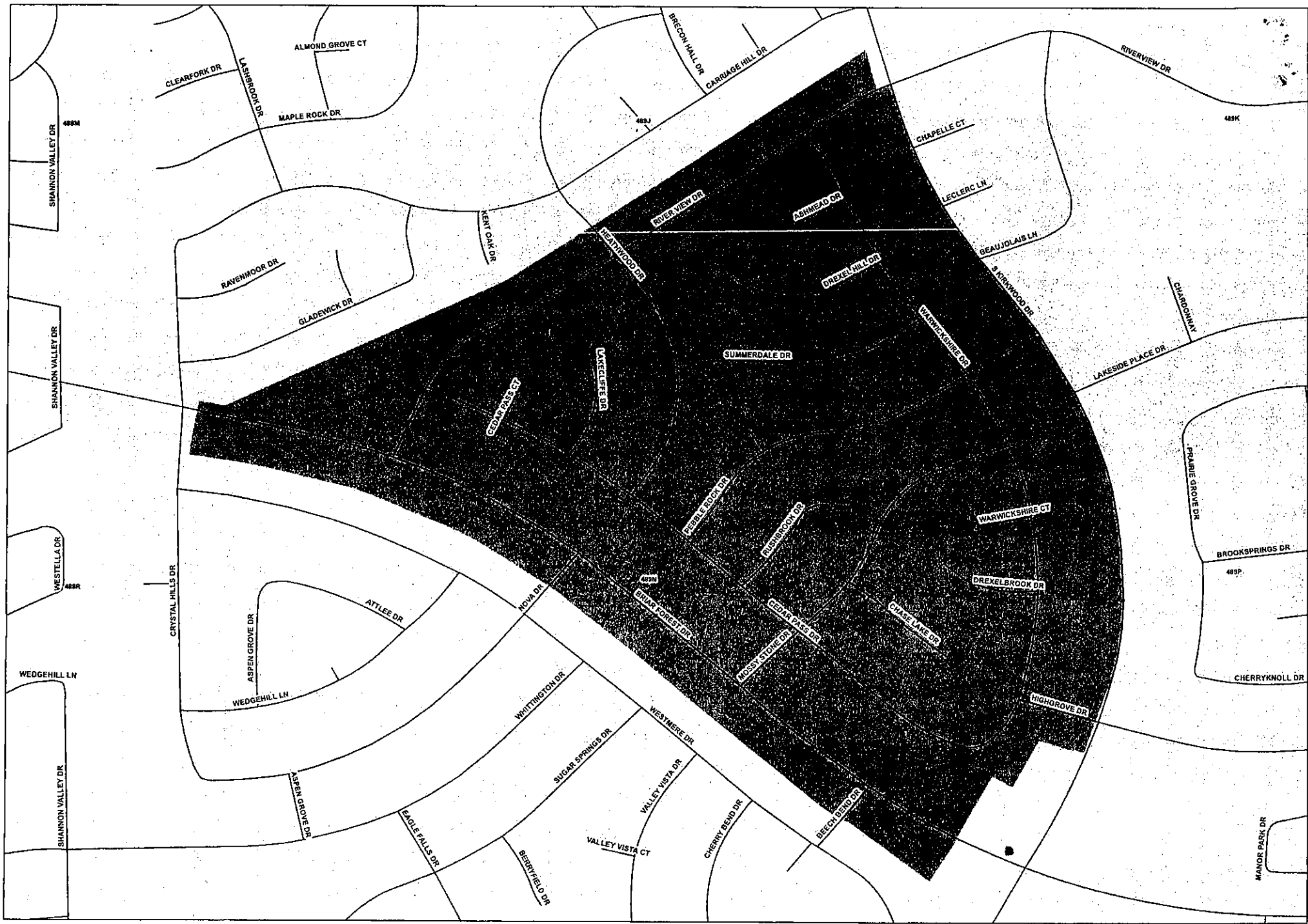
IT IS ORDERED that:

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 NORTH BRIAR COMMUNITY 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. 22GEN3120



Legend

- Road Centerlines
- Contract Boundary

# North Briar

CAD Code: 5NB  
Updated: 2015-03-30

## **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 **NOTTINGHAM COUNTRY FUND, 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 5 (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 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 \$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.

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 | \$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, 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Nottingham Country Fund, Inc.  
c/o Crest Management Company  
P.O. Box 219320  
Houston, Texas 77218  
Attention: Karen Janczak

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. MENEFE  
County Attorney

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3122

HARRIS COUNTY

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

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

APPROVED:

Ted Heap  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

NOTTINGHAM COUNTRY FUND, INC.  
(Association)

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

By Matthew Hooper  
Title: Secretary  
Date Signed: 9/15/22

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH NOTTINGHAM COUNTRY FUND, 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 NOTTINGHAM COUNTRY FUND, 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 \$232,800.00, with NOTTINGHAM COUNTRY FUND, 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 **NOTTINGHAM FOREST 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 5 (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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Nottingham Forest Civic Association, Inc.  
c/o Crest Management Company  
P.O. Box 219320  
Houston, Texas 77218  
Attention: Shannon Nogradi

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. 22GEN3123

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

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


APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

NOTTINGHAM FOREST CIVIC  
ASSOCIATION, INC.  
(Association)

By Sheila B. Jones  
Name: Sheila B. Jones  
Secretary

By   
Title: President  
Date Signed: 8/31/22

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH NOTTINGHAM FOREST 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 NOTTINGHAM FOREST 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:

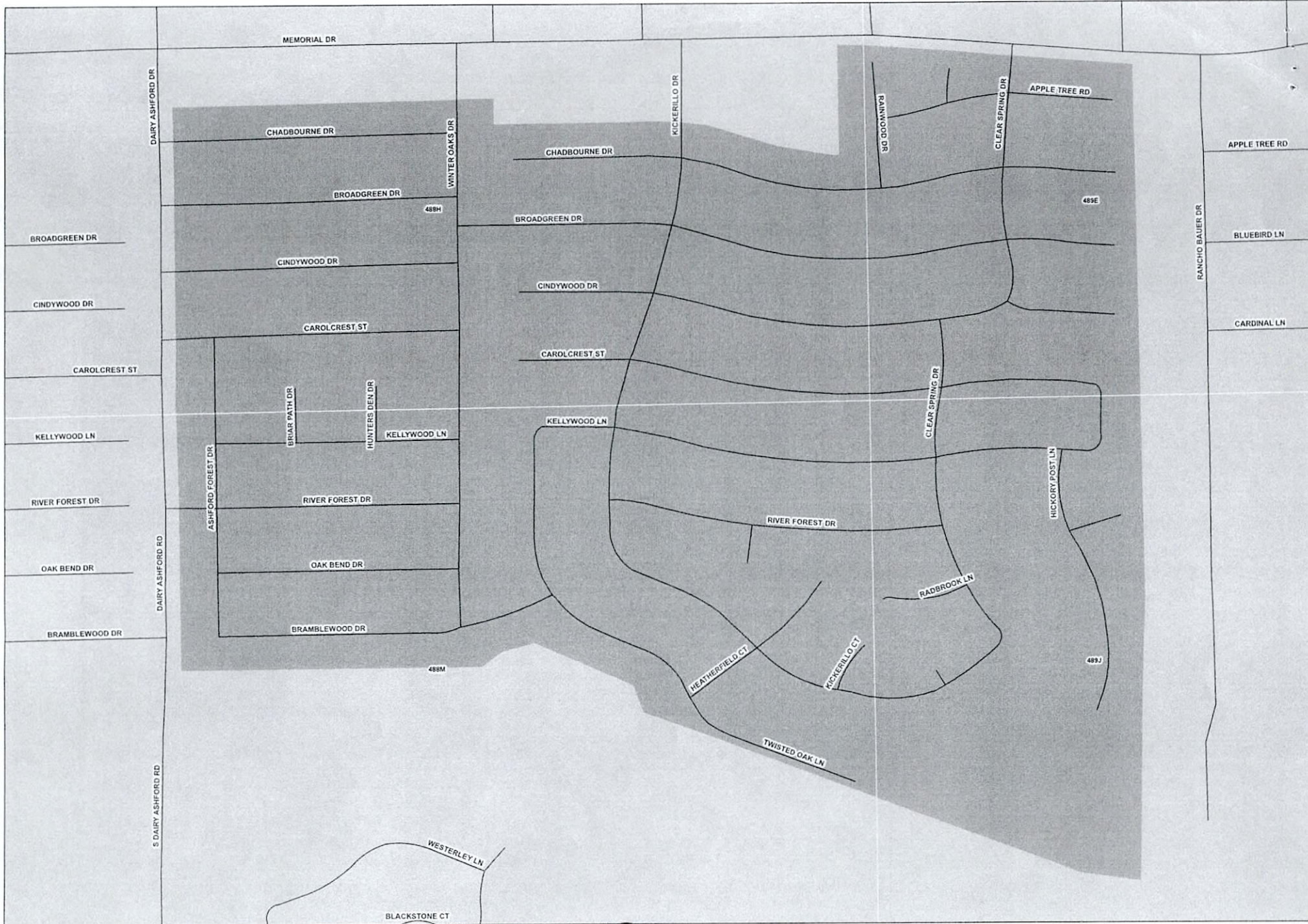
1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$177,400.00, with NOTTINGHAM FOREST CIVIC ASSOCIATION, INC. for law enforcement services on a fee basis. The Agreement is incorporated by reference and made a part of this order 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. 22GEN3123





Legend

— Road Centerlines

■ Contract Boundary

# Nottingham Forest

CAD Code: 5NF

Updated: 2015-02-11

## **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 **ROBINDELL 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 5 (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 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 | \$7,388.00 |
| 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Robindell Civic Club  
5801 Reamer Streer  
Houston, Texas 77074  
Attention: Gena Sylvester

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


HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3124

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

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

APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

ROBINDELL CIVIC CLUB  
(Association)

By [Signature]  
Name: REBE FERMI  
Secretary

By [Signature]  
Title: President  
Date Signed: Sept 1, 2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH ROBINDELL 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 ROBINDELL 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:

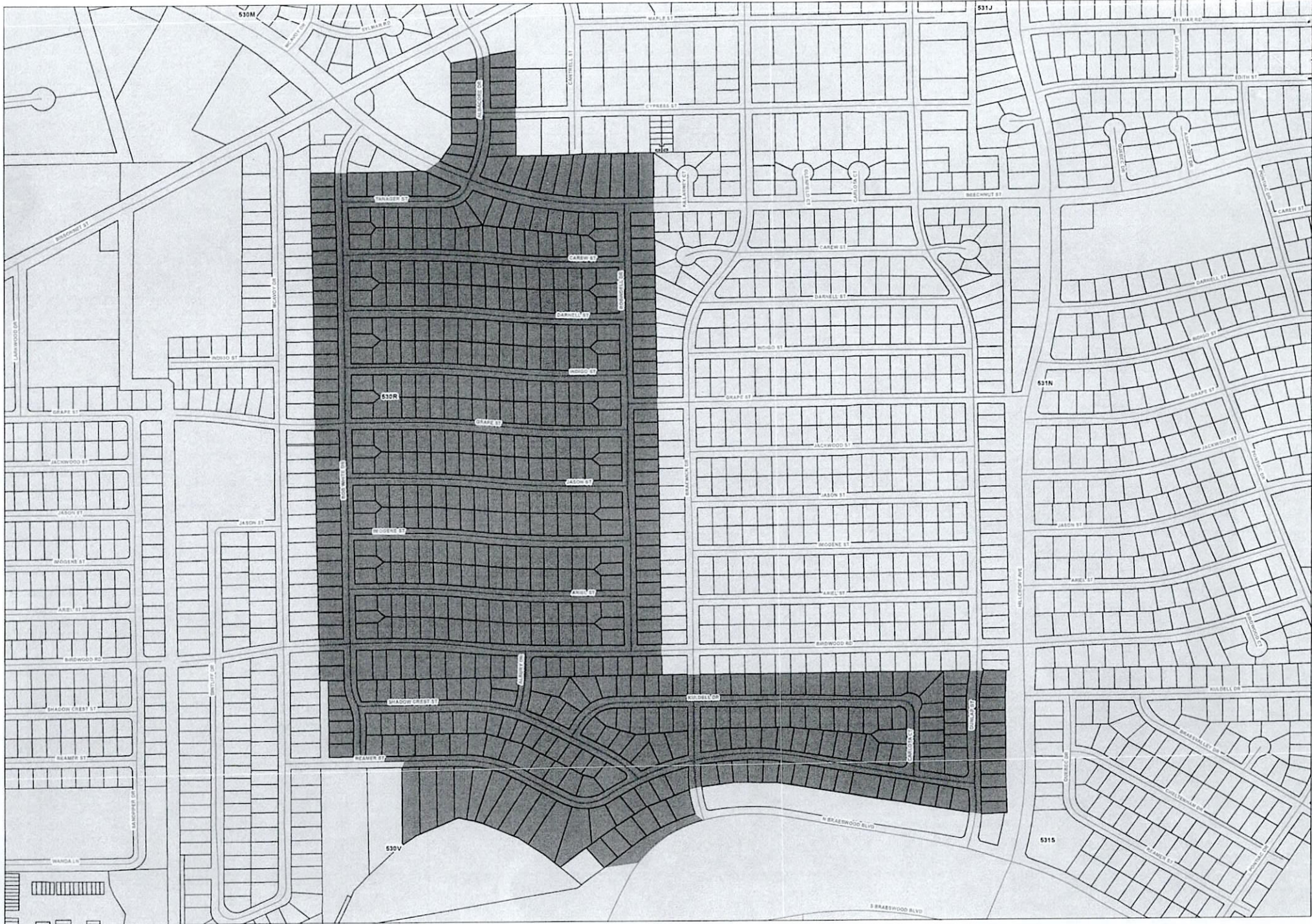
IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$88,700.00, with ROBINDELL 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.

C.A. File No. 22GEN3124





# Legend

- Road Centerlines
- Contract Boundary

## ROBINDELL CIVIC CLUB

Cad Code: 5006

Updated: 2022-02-02



## **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 **SECOND CROWN COLONY HOMEOWNERS 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 5 (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 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 | \$7,388.00 |
| 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Second Crown Colony Homeowners Association, Inc.  
c/o KRJ Management, Inc.  
1800 Augusta Dr., Suite 200  
Houston, Texas 77057  
Attention: Ellen Glass

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. 22GEN3125

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

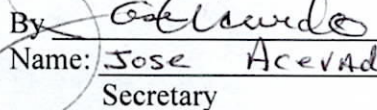
Date Signed: \_\_\_\_\_

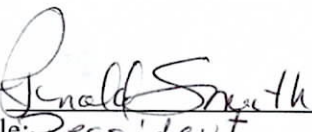
APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

SECOND CROWN COLONY HOMEOWNERS  
ASSOCIATION, INC.  
(Association)

By   
Name: Jose Acevado  
Secretary

By   
Title: President

Date Signed: 22 August 2022

**ORDER OF COMMISSIONERS COURT**  
**AUTHORIZING AGREEMENT WITH SECOND CROWN COLONY HOMEOWNERS 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 SECOND CROWN COLONY HOMEOWNERS 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:

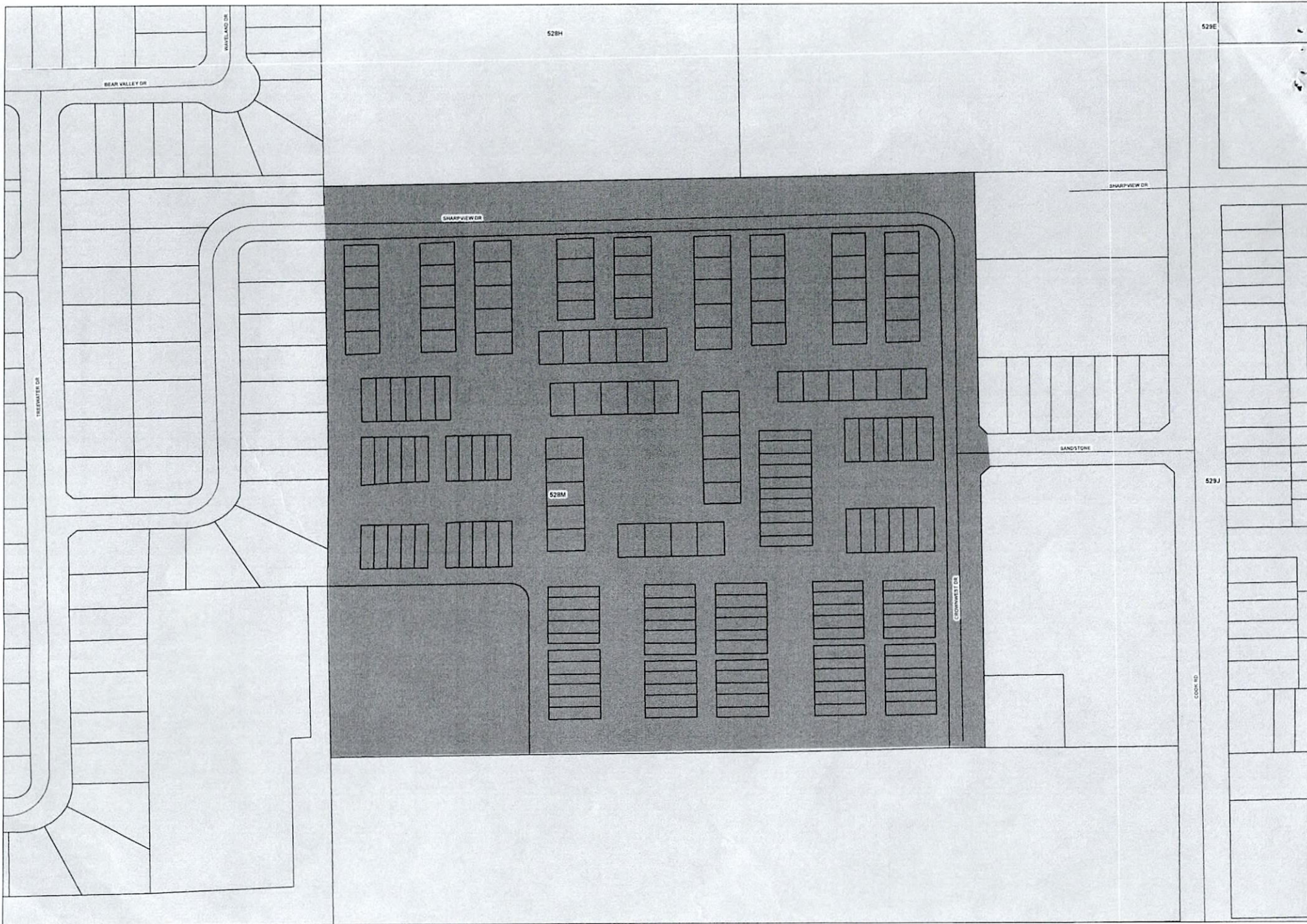
1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$88,700.00, with SECOND CROWN COLONY HOMEOWNERS ASSOCIATION, INC. for law enforcement services on a fee basis. The Agreement is incorporated by reference and made a part of this 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. 22GEN3125





# Second Crown Colony

CAD Code: 5CC  
Updated: 2017-01-31

## **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 **SHADOWBRIAR COMMUNITY 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 5 (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 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 | \$7,388.00 |
| 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Shadowbriar Community Association, Inc.  
1911 Round Lake  
Houston, Texas 77077  
Attention: Scott Sperling, Treasurer

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. 22GEN3126

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

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

APPROVED:

Ted Heap  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

SHADOWBRIAR  
ASSOCIATION, INC.  
(Association)

COMMUNITY

By Debra L. Hellinghead  
Name: Debra L. Hellinghead  
Secretary

By Mark D. Langer  
Title: President  
Date Signed: 9/12/22

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH SHADOWBRIAR COMMUNITY ASSOCIATION, INC.

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

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

ORDER AUTHORIZING AGREEMENT  
WITH SHADOWBRIAR COMMUNITY ASSOCIATION, INC.  
FOR LAW ENFORCEMENT SERVICES

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

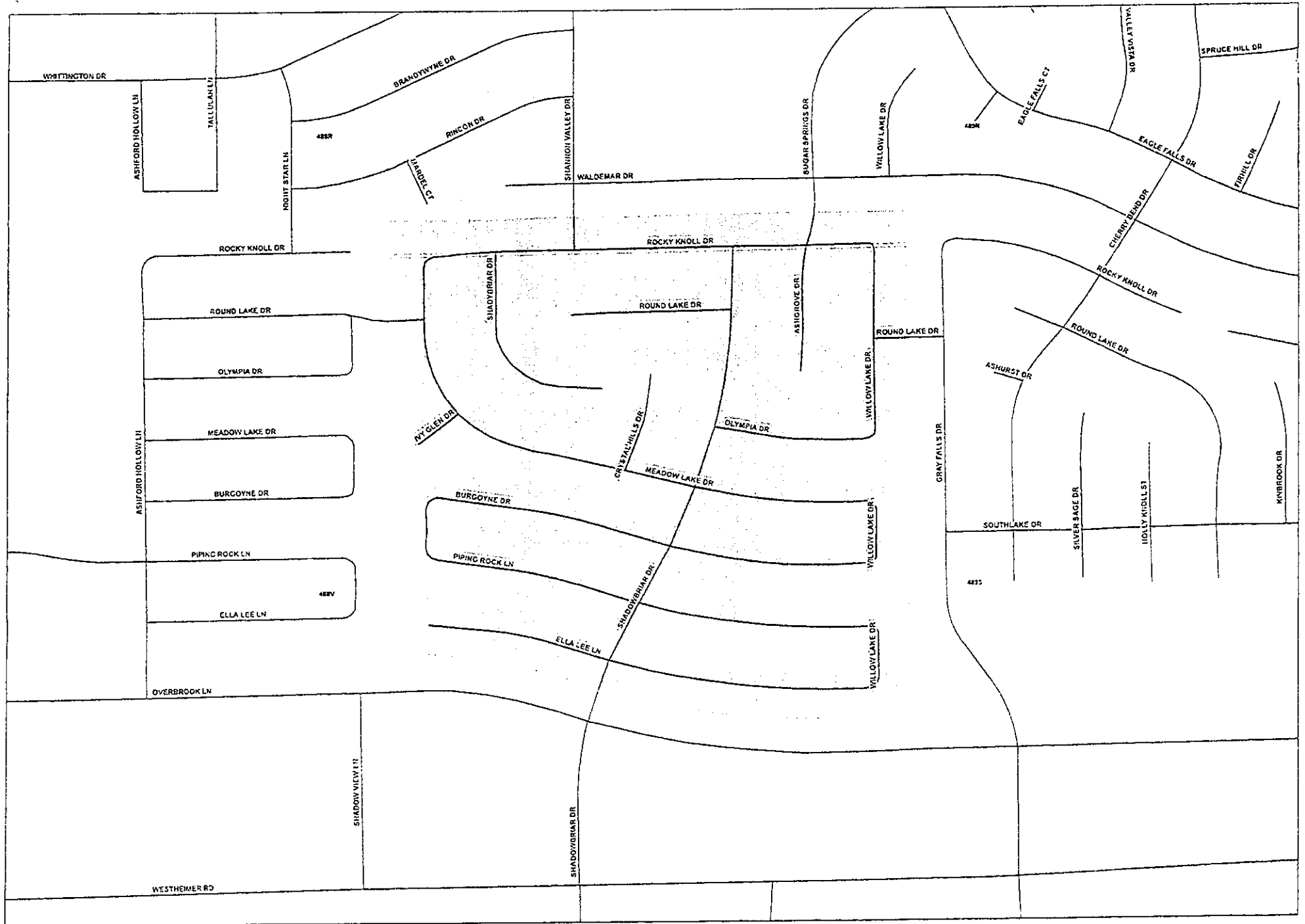
|               | Yes                      | No                       | Abstain                  |
|---------------|--------------------------|--------------------------|--------------------------|
| Judge Hidalgo | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm.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

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

IT IS ORDERED that:

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 SHADOWBRIAR COMMUNITY 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. 22GEN3126



Legend

— Road Centerlines

■ Contract Boundary

# Shadow Briar

CAD Code: 5SB

Updated: 2015-03-24



## 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 **SOUTH BRIAR COMMUNITY 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 5 (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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: South Briar Community Association, Inc.  
11152 Westheimer, Suite 746  
Houston, Texas 77042

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. 22GEN3127

HARRIS COUNTY

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

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

APPROVED:

Ted Heap  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

SOUTH BRIAR COMMUNITY ASSOCIATION,  
INC.  
(Association)

By Michael Gibson  
Name: MICHAEL GIBSON  
Secretary

By Michelle Mitchell  
Title: President  
Date Signed: 8/17/2022

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH SOUTH BRIAR COMMUNITY ASSOCIATION, INC.**

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

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

**ORDER AUTHORIZING AGREEMENT  
WITH SOUTH BRIAR COMMUNITY ASSOCIATION, INC.  
FOR LAW ENFORCEMENT SERVICES**

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

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

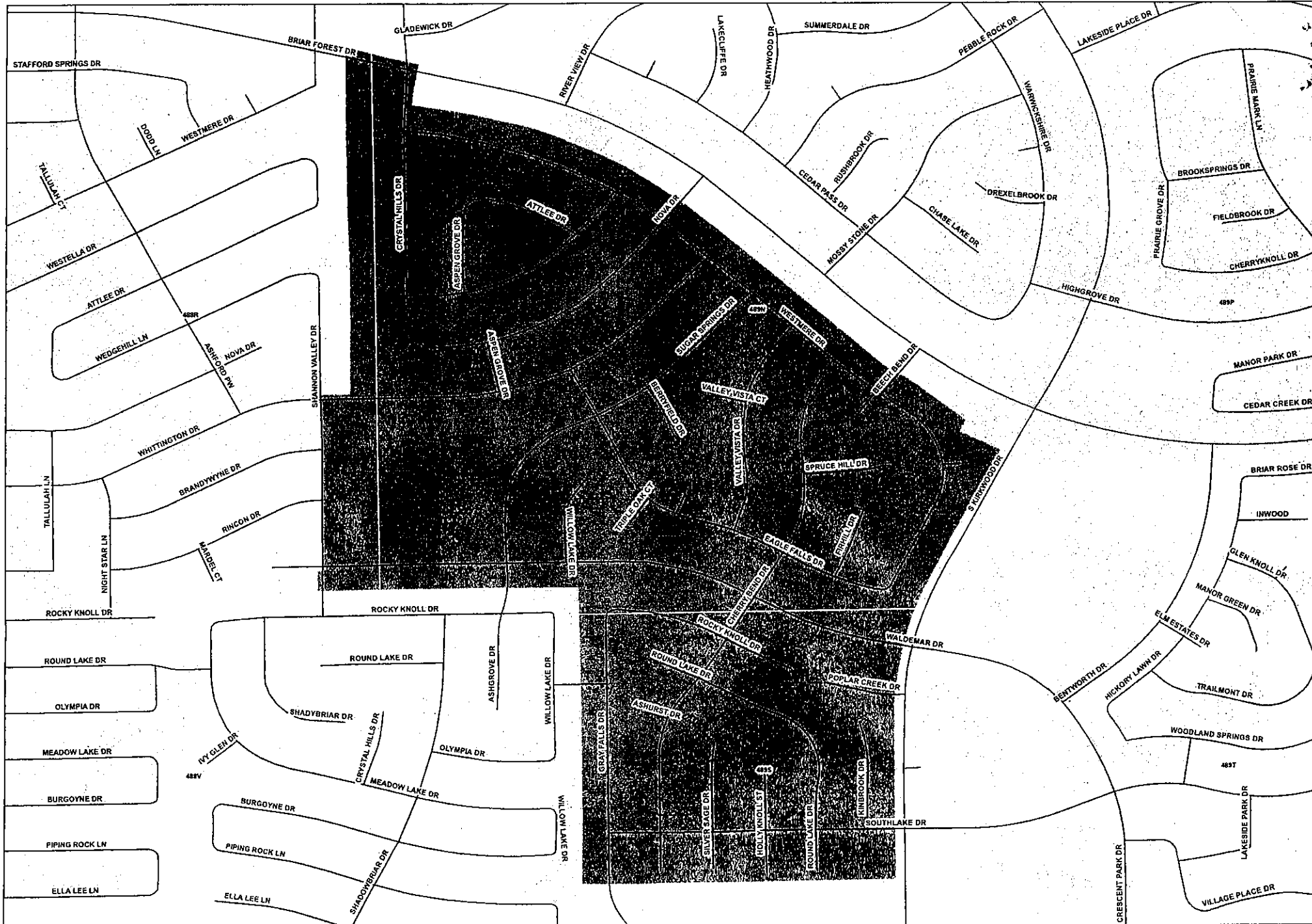
The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

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 SOUTH BRIAR COMMUNITY 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. 22GEN3127





Legend

— Road Centerlines

■ Contract Boundary

# South Briar

CAD Code: 5SO

Updated: 2015-03-24

## **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 **THE WESTBURY CIVIC CLUB, 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 5 (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 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 \$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.

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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: The Westbury Civic Club, Inc.  
P.O. Box 35012  
Houston, Texas 77235  
Attention: Becky Edmondson, 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


By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3129

HARRIS COUNTY

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


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

APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

THE WESTBURY CIVIC CLUB, INC.  
(Association)

By   
Name: Jennifer Edmondson  
Secretary

By Cindy Chapman  
Title: President, Westbury Civic Club  
Date Signed: August 30, 2022



ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH THE WESTBURY 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 THE WESTBURY 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:

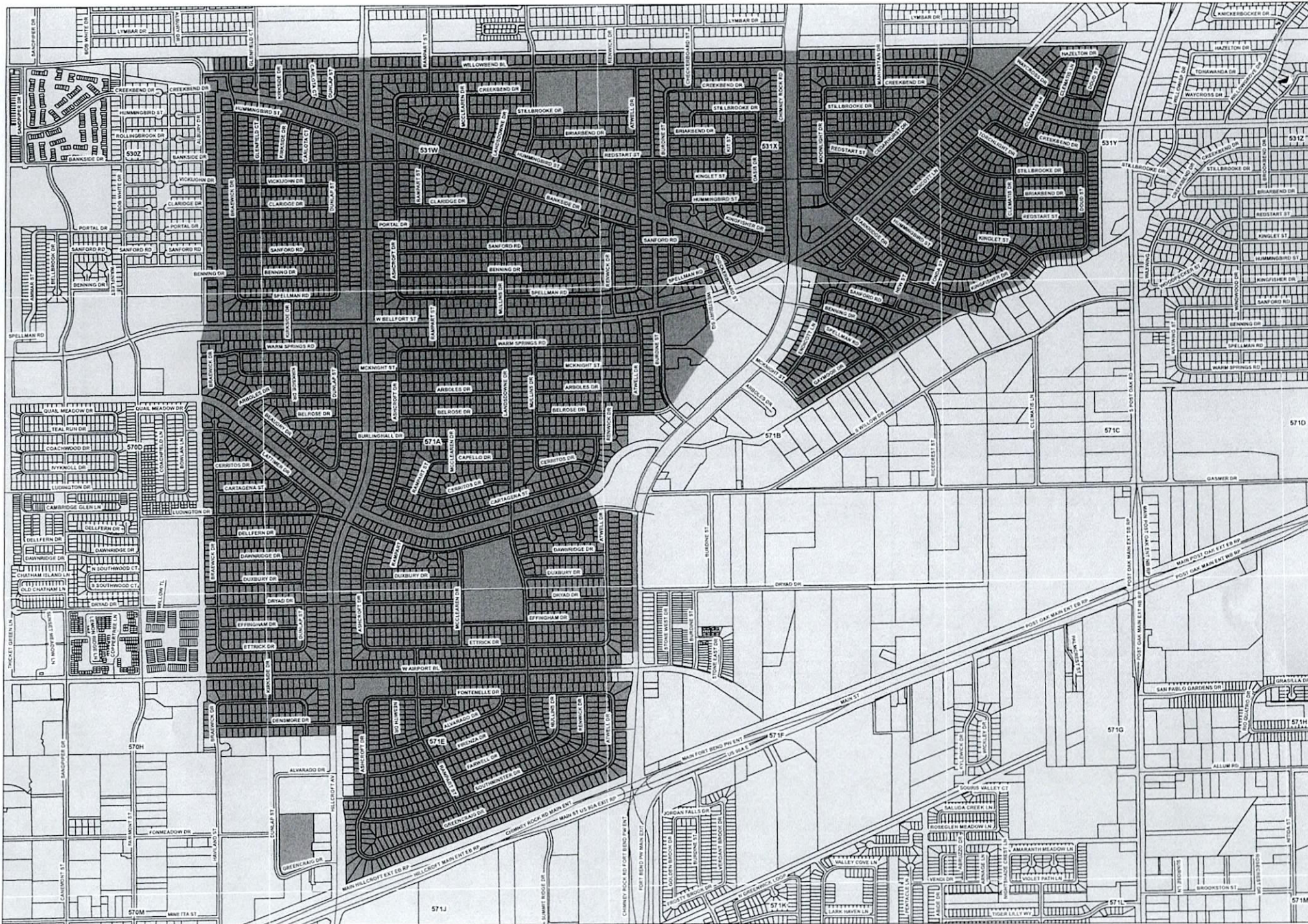
IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement, for a total Agreement sum of \$266,100.00, with THE WESTBURY 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.





Legend

— Road Centerlines

■ Contract Boundary

# Westbury Civic Club

CAD Code: 5WB

Updated: 2016-11-08



## **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 **THORNWOOD FUND, 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 5 (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 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 | \$7,388.00 |
| 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 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 Ted Heap  
                          Harris County Constable  
                          17423 Katy Freeway  
                          Houston, Texas 77094

To the Association:   Thornwood Fund, Inc.  
                          c/o CJ Hood  
                          17171 Park Row, Ste 310  
                          Houston, Texas 77094

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. 22GEN3130

HARRIS COUNTY

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

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

APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

THORNWOOD FUND, INC.  
(Association)

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

By   
Darren McElroy (Sep 2, 2022 12:31 CDT)  
Title: President

Date Signed: Sep 2, 2022

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH THORNWOOD FUND, 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 THORNWOOD FUND, 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:

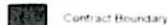
**IT IS ORDERED that:**

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 THORNWOOD FUND, 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. 22GEN3130*



**Updated: 2016-12-20**






# 20220901 HC Precinct 5 Constable Law Enforcement Services Agreement

Final Audit Report

2022-09-02

|                 |  |
|-----------------|--|
| Created:        | 2022-09-02                                   |
| By:             | CJ Hood (cj@crest-management.com)            |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAJV6sIR8org5JN1XgDGW_zuVv664XdYew |

## "20220901 HC Precinct 5 Constable Law Enforcement Services Agreement" History

-  Document created by CJ Hood (cj@crest-management.com)  
2022-09-02 - 5:35:50 PM GMT
-  Document emailed to Darren McKillip (mckilliphoa20@gmail.com) for signature  
2022-09-02 - 5:36:41 PM GMT
-  Email viewed by Darren McKillip (mckilliphoa20@gmail.com)  
2022-09-02 - 5:36:47 PM GMT
-  Document e-signed by Darren McKillip (mckilliphoa20@gmail.com)  
Signature Date: 2022-09-02 - 5:37:21 PM GMT - Time Source: server
-  Agreement completed.  
2022-09-02 - 5:37:21 PM GMT



## **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 **VILLAGE PLACE COMMUNITY 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 5 (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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Village Place Community Association, Inc.  
c/o Crest Management  
17171 Park Row Ste. 310  
Houston, Texas 77084  
Attention: Philip J. Kochman

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. 22GEN3131

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

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


APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

VILLAGE PLACE COMMUNITY  
ASSOCIATION, INC.  
(Association)

By Chris Broussard  
Name: CHRIS BROUSSARD  
~~Secretary~~ Vice President

  
By \_\_\_\_\_  
Title: President

Date Signed: 09.07.2022

**ORDER OF COMMISSIONERS COURT**  
**AUTHORIZING AGREEMENT WITH VILLAGE PLACE COMMUNITY ASSOCIATION, INC.**

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

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

**ORDER AUTHORIZING AGREEMENT**  
**WITH VILLAGE PLACE COMMUNITY ASSOCIATION, INC.**  
**FOR LAW ENFORCEMENT SERVICES**

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

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

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

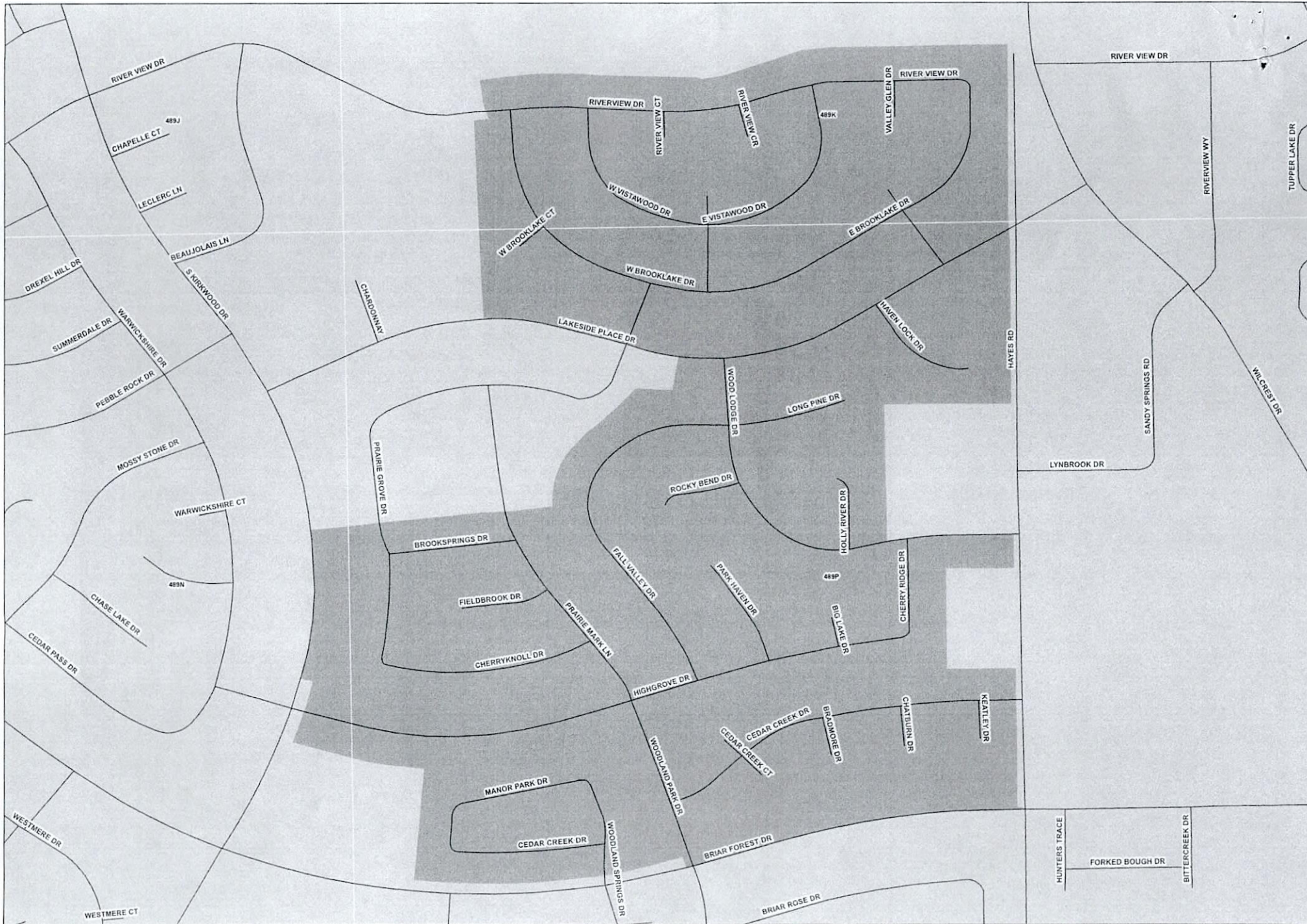
IT IS ORDERED that:

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 VILLAGE PLACE COMMUNITY 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.





Legend  
 — Road Centerlines  
 ■ Contract Boundary

# Village Place

CAD Code: 5VP  
 Updated: 2015-06-18

## **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 **VILLAGE WEST COMMUNITY 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 5 (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 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 | \$7,388.00 |
| 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Village West Community Association, Inc.  
c/o J Ransom Daly Sr  
15840 FM 529, Suite 104  
Houston, Texas 77095

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

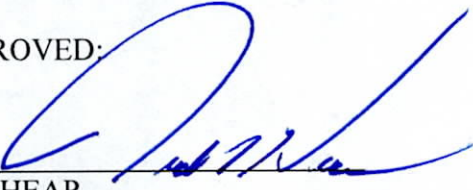
HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3132

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

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

APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

VILLAGE WEST COMMUNITY  
ASSOCIATION, INC.  
(Association)

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

By   
Title: PRESIDENT

Date Signed: August 20, 2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH VILLAGE WEST COMMUNITY ASSOCIATION, INC.

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

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

ORDER AUTHORIZING AGREEMENT  
WITH VILLAGE WEST COMMUNITY ASSOCIATION, INC.  
FOR LAW ENFORCEMENT SERVICES

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

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

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

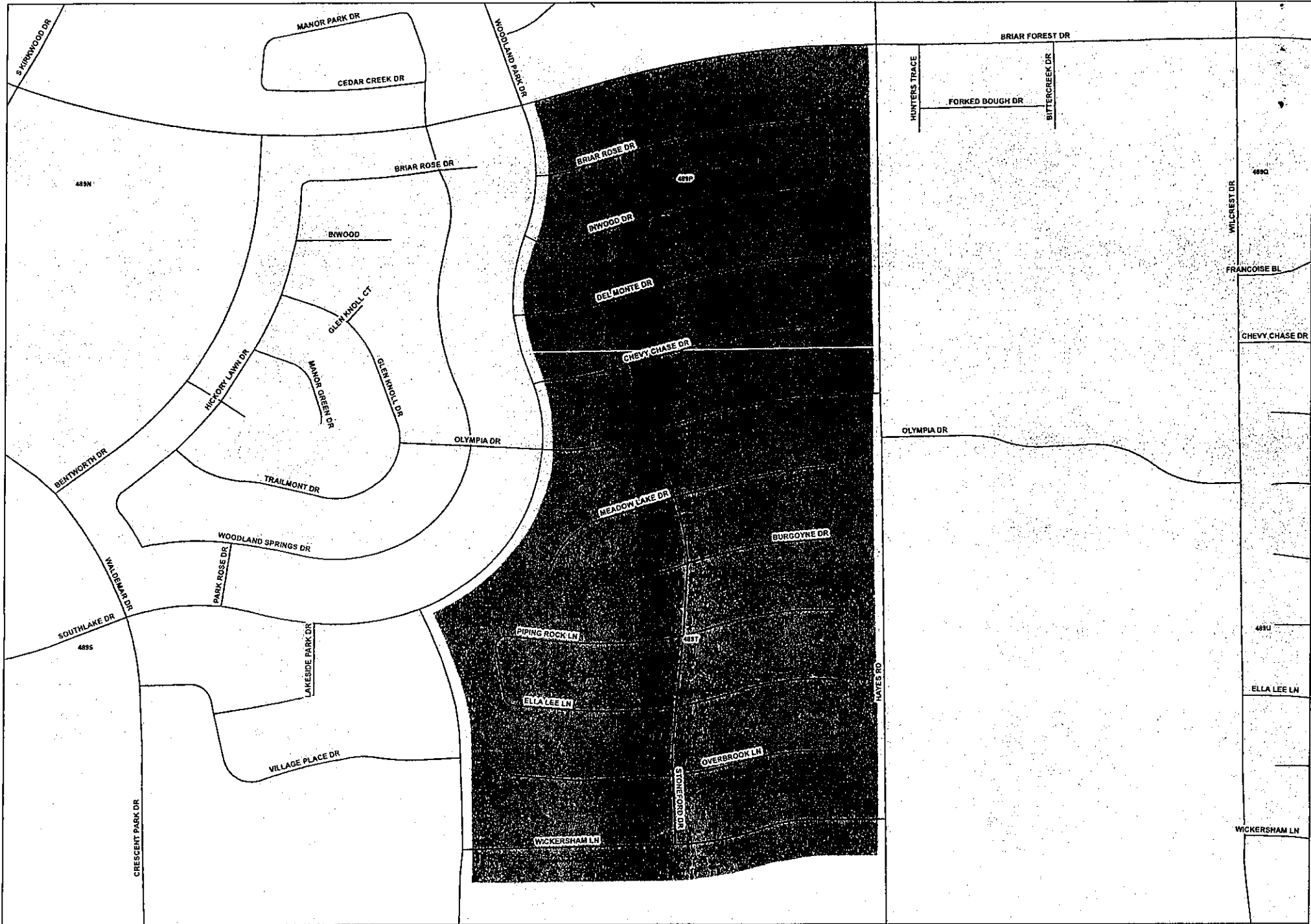
IT IS ORDERED that:

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 VILLAGE WEST COMMUNITY 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. 22GEN3132



Legend

— Road Centerlines

■ Contract Boundary

# Village West

CAD Code: 5VW  
Updated: 2015-06-18

## **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 **WALNUT BEND HOME ASSOCIATION, 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 5 (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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Walnut Bend Home Association, Inc.  
c/o Bryan Whipple  
10601 Briar Forest Dr.  
Houston, Texas 77042

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

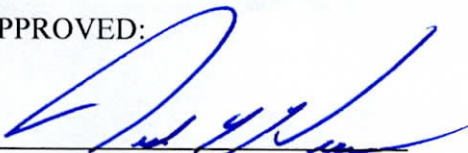
HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3133

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


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


APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

WALNUT BEND HOME ASSOCIATION, INC.  
(Association)

By   
Name: Cora A. Penderguss  
Secretary

X By   
Title: President  
Date Signed: 8/18/22

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH WALNUT BEND HOME 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 WALNUT BEND HOME 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 WALNUT BEND HOME 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.





**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 **WESTCHESTER OWNERS COMMITTEE, 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 5 (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 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 | \$7,388.00 |
| 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Westchester Owners Committee, Inc.  
c/o Crest Management  
P.O. Box 219320  
Houston, Texas 77218

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. 22GEN3136

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

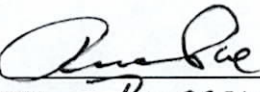
Date Signed: \_\_\_\_\_

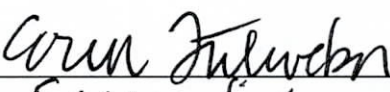
APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

WESTCHESTER OWNERS COMMITTEE, INC.  
(Association)

By   
Name: Russell E. Pae  
Secretary

By   
Title: Secretary  
Date Signed: 8/24/22

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH WESTCHESTER OWNERS COMMITTEE, 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 WESTCHESTER OWNERS COMMITTEE, 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"/> |

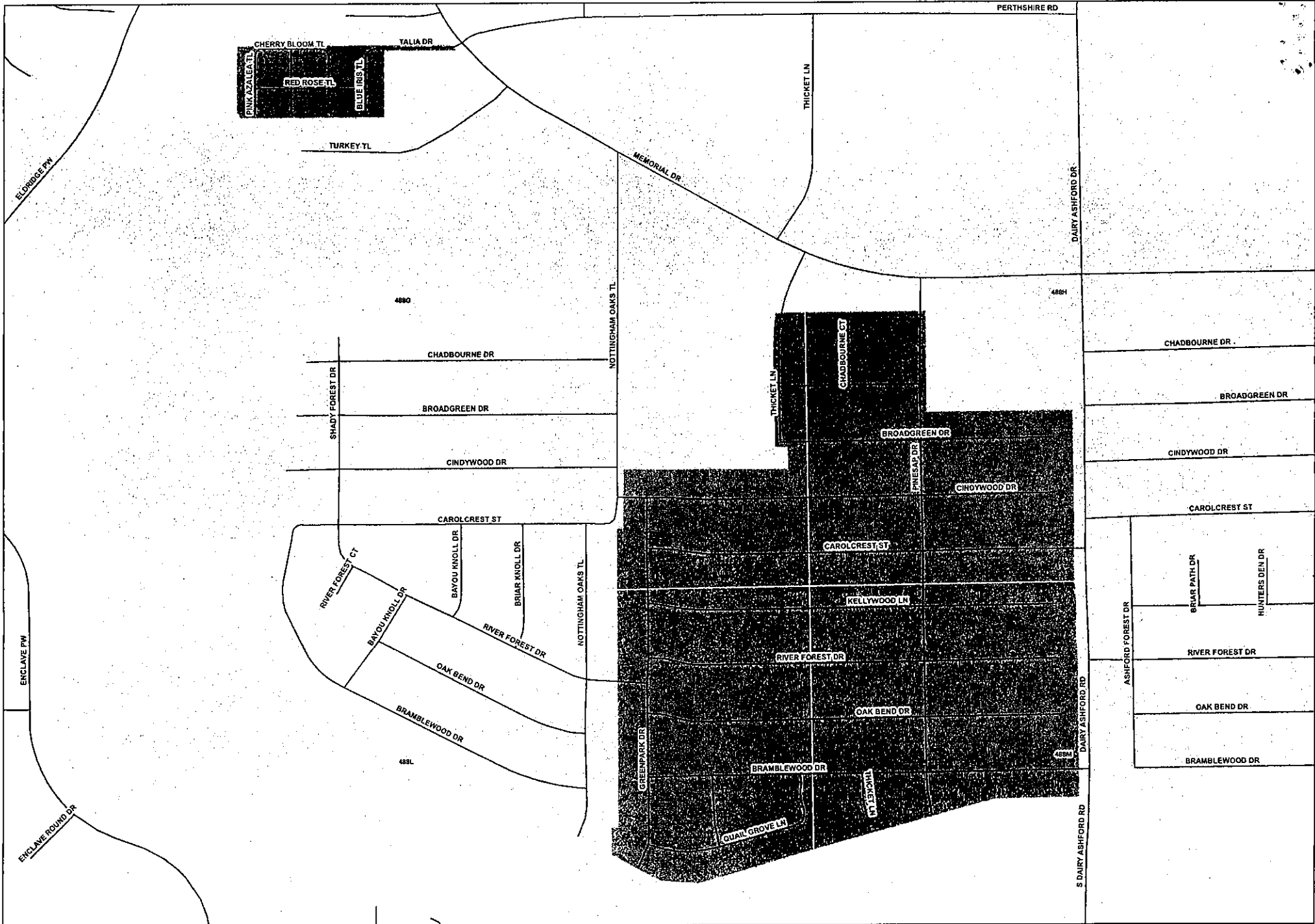
The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

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 WESTCHESTER OWNERS COMMITTEE, 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. 22GEN3136





Legend

— Road Centerlines

■ Contract Boundary

**Westchester**

CAD Code: 5WE  
Updated: 2015-04-013

1

**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 **WEST MEMORIAL 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 5 (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 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 \$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.

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 | \$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, 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: West Memorial Civic Association  
c/o High Sierra Management  
722 Pin Oak Rd.  
Katy, Texas 77494

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 Association 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. 22GEN3135

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

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

APPROVED:

Ted Heap  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

WEST MEMORIAL CIVIC ASSOCIATION  
(Association)

By Julie Gonzalez  
Name: Julie Gonzalez  
Secretary

By Sperry Carey  
Title: Managing Agent  
Date Signed: 08-17-2022



ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH WEST MEMORIAL 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 WEST MEMORIAL 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 \$232,800.00, with WEST MEMORIAL 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.



#### Legend

- Road Centerlines
- Contract Boundary

# West Memorial

CAD Code: 5WS  
Updated: 2015-06-19

**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 **WHITE OAK FALLS HOMEOWNERS 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 5 (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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: White Oak Falls Homeowners Association, Inc.  
c/o Chaparral Management Company  
6630 Cypresswood Dr., Suite 100  
Spring, Texas 77379  
Attention: Jordan Terry

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. MENELEE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3137

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

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

APPROVED:

TED HEAP  
Harris County Constable Precinct 5

ATTEST:

WHITE OAK FALLS HOMEOWNERS  
ASSOCIATION, INC.  
(Association)

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

By Jordan A Terry, CMCA, AMS  
Title: Community Manager  
on behalf of WOF BOB  
Date Signed: 8.26.2022

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH WHITE OAK FALLS HOMEOWNERS 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 WHITE OAK FALLS HOMEOWNERS 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"/> |

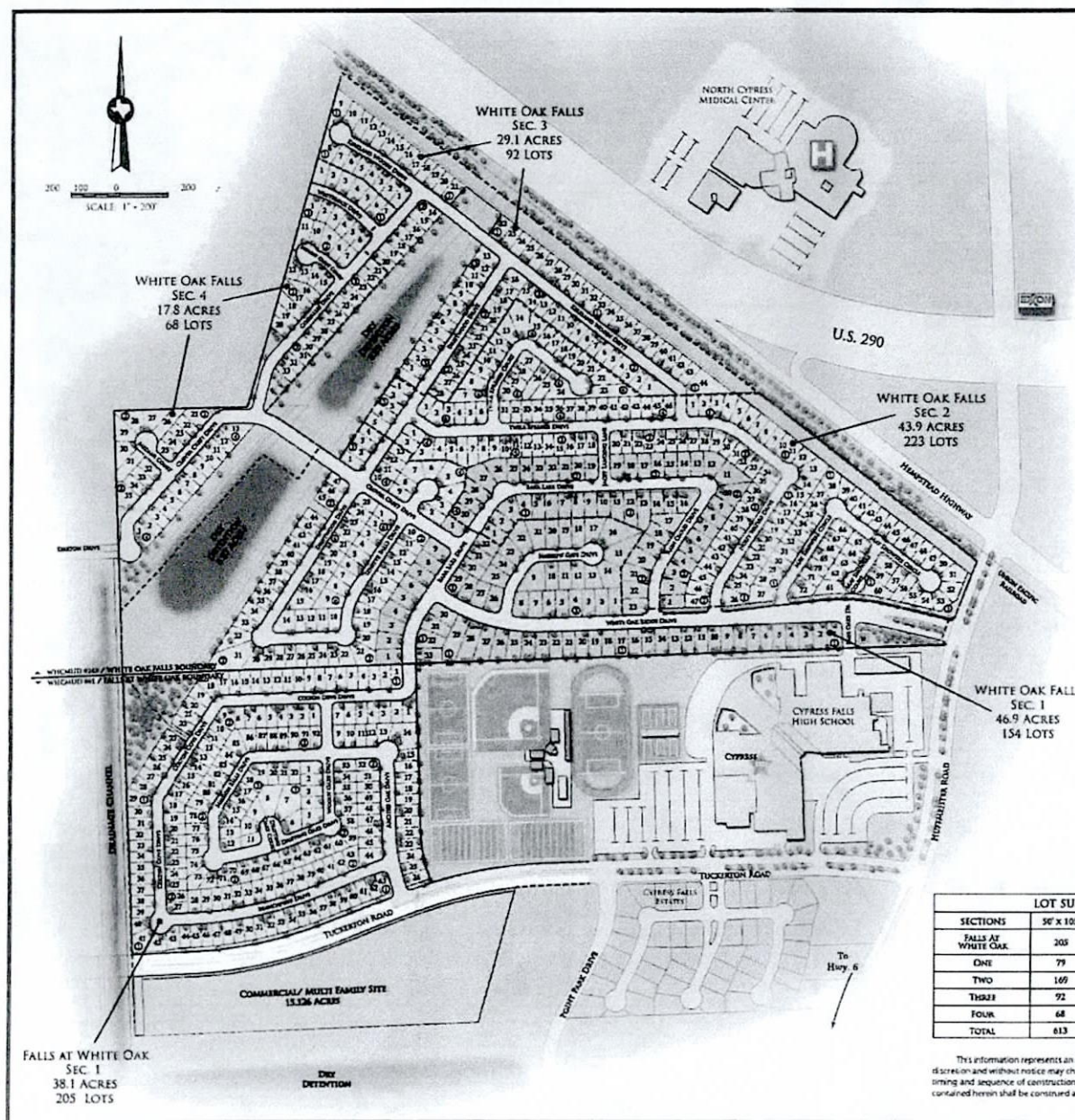
The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

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 \$77,600.00, with WHITE OAK FALLS HOMEOWNERS 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.

C.A. File No. 22GEN3137



FROM DOWNTOWN HOUSTON: TAKE 290 NORTHWEST. LEFT AT THE FIRST LIGHT: TURN LEFT (SOUTH) ON BEDFORD ROAD AND THEN TURN RIGHT ON WHITE OAK ROAD DRIVE.

- 50' LOTS
- 60' LOTS
- COMMERCIAL / MULTIFAMILY LOTS

# MASTER PLAN OF WHITE OAK FALLS

OWNED BY:  
WHITE OAK FALLS DEVELOPMENT, LTD.  
WOFF RESIDENTIAL, LTD.  
FWO RESIDENTIAL, LTD.

MANAGED BY:



**SAM YAGER INCORPORATED**

www.syi.net

PREPARED BY:



**Edminster-Hinshaw-Russ  
and associates**

civil engineering - surveying - land planning - landscape architecture - construction management  
10555 northline drive - houston, texas 77042 1-713-784-4501 1-713-784-4577 www.edhrinc.com

| LOT SUMMARY        |            |            |       |
|--------------------|------------|------------|-------|
| SECTIONS           | 50' x 100' | 60' x 115' | TOTAL |
| FALLS AT WHITE OAK | 205        | 0          | 205   |
| ONE                | 79         | 75         | 154   |
| TWO                | 169        | 54         | 223   |
| THREE              | 92         | 0          | 92    |
| FOUR               | 68         | 0          | 68    |
| TOTAL              | 613        | 129        | 742   |

This information represents an artist's rendering of some of the proposed elements of the White Oak Falls community. In an effort to improve White Oak Falls, the developer in its sole discretion and without notice may change this rendering and construct these elements and some of the elements shown on this rendering may not be constructed as shown. The particular timing and sequence of construction of these elements is unknown and this rendering shall not be construed as a representation regarding the actual construction timeframe. Nothing contained herein shall be construed as either an express or implied representation or warranty by the developer.

## 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 **WILDFLOWER GREEN HOMEOWNERS 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 5 (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 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 | \$7,388.00 |
| 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 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 Ted Heap  
Harris County Constable  
17423 Katy Freeway  
Houston, Texas 77094

To the Association: Wildflower Green Homeowners Association, Inc.  
c/o KRJ Management, Inc.  
1800 Augusta, Suite 200  
Houston, Texas 77057  
Attention: Tina Miller

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. 22GEN3139

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

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

APPROVED:

  
TED HEAP  
Harris County Constable Precinct 5

ATTEST:

WILDFLOWER GREEN HOMEOWNERS  
ASSOCIATION, INC.  
(Association)

By Emmanuel Constantino By Sheyman Dunlap  
Name: Emmanuel Constantino Title: President  
Secretary

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

Signature: Sheyman Dunlap  
Sheyman Dunlap (Aug 19, 2022 16:00 CDT)

Email: alicedunlap@yahoo.com

**ORDER OF COMMISSIONERS COURT**  
**AUTHORIZING AGREEMENT WITH WILDFLOWER GREEN HOMEOWNERS 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 WILDFLOWER GREEN HOMEOWNERS 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"/> |

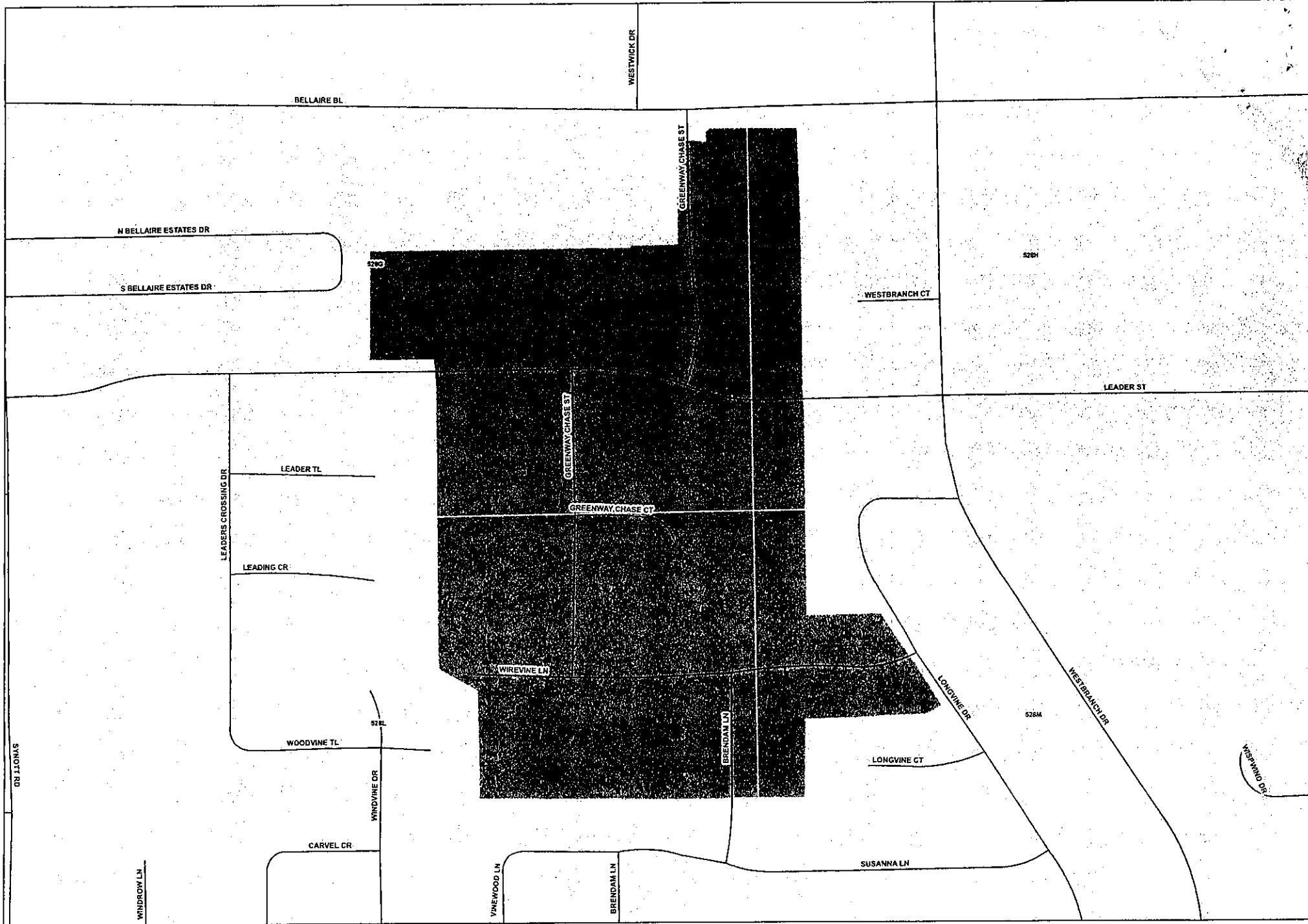
The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

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 \$88,700.00, with WILDFLOWER GREEN HOMEOWNERS 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.



Legend  
— Road Centerlines  
■ Contract Boundary

# Wildflower Green

CAD Code: 5WG  
Updated: 2015-04-13