

Executive Support Unit Instruction Sheet

Phone: (346) 286-1600; Fax: (713) 755-6228

Date: 12/2/2022

HCS#: 2022-785

Due Date:

Send To: Major Cotter / Patrol Bureau

Action Required: FYH

Notes to Bureau: Attached for your review and handling is a formal notice to cancel Patrol Contract from WillowCreek Ranch.

☐ Approved: _____ Date: _____

☐ NOT Approved: _____ Date: _____

☐ Return to: _____

☐ Forward to: _____

☐

WILLOWCREEK RANCH

DEC 22 2022 10:41

November 22, 2022

Community Association of Willowcreek Ranch, Inc.
20 Willowcreek Ranch Rd
Tomball, TX 77377

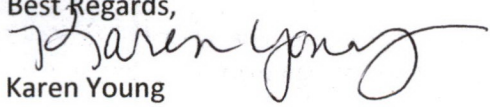
Harris County
Harris County Administration Building
1001 Preston, suite 610
Houston, TX 77002
Attn: Clerk, Commissioners Office

To Whom This May Concern:

This letter is to formally notify you of the board's decision to cancel our Harris County Patrol Services contract. After the reviewing the agreement we understand 30 day notice must be given, with or without cause. A copy of this letter has been sent to Sherriff Ed Gonzalez's Office.

We thank you for the services provided.

Best Regards,


Karen Young
Community Manager

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 **WILLOWCREEK RANCH 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 Sheriff (the “Sheriff”) 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 Sheriff 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 Sheriff’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 Sheriff will authorize substitute officers to work within the area when the regularly assigned officers are not available.

2.3 The Sheriff 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 Sheriff 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 Sheriff 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 Sheriff, limit or deny access of such members to the services of the Sheriff. All members shall be provided the same telephone numbers and electronic access means to contact the Sheriff.

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	\$6,467.00
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	\$6,463.00

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 Sheriff 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 Sheriff informs Commissioners Court and the Association in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Sheriff 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 Sheriff 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 Sheriff'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: Sheriff Ed Gonzalez
Harris County Sheriff
1200 Baker Street
Houston, Texas 77002

To the Association: Willowcreek Ranch Community Association, Inc.
7800 N. Dallas Parkway, Suite 450
Plano, Texas 75024
Attention: Randi Cahill

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 Sheriff.

Exhibit A

April 21, 2020

10 1200 1400 1600
SCALE: 1"=800'

NORTH

10555 Westoffice Drive
Houston, Texas 77042
713.784.4500
EHRAinc.com
TBE No. F726

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

HARRIS COUNTY

By Sarah Hodges
Sarah Hodges
Assistant County Attorney
C.A. File No. 22GEN3365

By _____
LINA HIDALGO
County Judge

Date Signed: _____

APPROVED:

Ed Gonzalez
ED GONZALEZ
Harris County Sheriff

ATTEST:

WILLOWCREEK RANCH COMMUNITY
ASSOCIATION, INC.
(Association)

By _____
Name: _____
Secretary

By [Signature]
Title: President
Date Signed: 9/2/2022

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH WILLOWCREEK RANCH 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 WILLOWCREEK RANCH 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 \$77,600.00, with WILLOWCREEK RANCH 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.