

**FIRST AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT
SERVICES BETWEEN HARRIS COUNTY AND
CHANNELVIEW INDEPENDENT SCHOOL DISTRICT**

This First Amendment to Agreement for Law Enforcement Services is 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 **CHANNELVIEW INDEPENDENT SCHOOL DISTRICT** (the “District”).

RECITALS:

On or about October 1, 2022, the County and the District entered into an Agreement for the provision of law enforcement services on a fee basis in the geographical area represented by the District defined in Exhibit “A” to the Agreement; and

The County and the District desire to amend the Agreement to (i) decrease the number of officers from sixteen (16) to six (6); and (ii) update the payment schedule accordingly.

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

TERMS:

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

2.1 The County agrees to authorize the Constable to provide six (6) officers to devote seventy percent (70%) of their working time to provide law enforcement services. “Law enforcement services” include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, transporting suspects, protecting District property, protecting the safety and welfare of persons and duties detailed in Exhibit “B.” Services shall relate to the District’s geographical area (the “area”), as further defined in Exhibit “A”, attached hereto and made a part hereof. The Constable may further authorize services in the boundaries of the District and areas under the control of the District provided that the Constable shall retain control and supervision of the deputies performing services under this agreement to the same extent as he does other deputies.

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

3.1 The District agrees to pay the County the sum of \$788,933.00 for 6 officer(s) for a total sum of SEVEN HUNDRED EIGHTY EIGHT THOUSAND, NINE HUNDRED THIRTY THREE AND NO/100 DOLLARS (\$788,933.00) 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 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 | \$103,467.00 |
| October 20, 2022 | \$103,467.00 |
| November 20, 2022 | \$103,467.00 |
| December 20, 2022 | \$103,467.00 |
| January 20, 2023 | \$103,467.00 |
| 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 | \$38,798.00 |

The monthly installments are due and payable before 10:00 a.m. at the office of the County Treasurer, Dept. 101, P.O. Box, 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 District receives a fully executed copy of this Agreement from the County.

3. Section 4.6 of the Agreement is amended to read as follows:

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 6 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.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
County Attorney

HARRIS COUNTY

By Sarah Hodges
Sarah Hodges
C.A. File No. 23GEN0144
Amends 22GEN2968

By _____
County Judge

Date Signed: _____

APPROVED:

Sherman Eagleton
SHERMAN EAGLETON
Harris County Constable Precinct 3

ATTEST:

CHANNELVIEW INDEPENDENT SCHOOL
DISTRICT
(District)

By Ramiro Branados
Name: RAMIRO BRANADOS
Board Secretary

By Alex Ybarra
Name: Alex Ybarra
President, Board of Trustees

Date Signed: 1-19-2023

APPROVED AS TO FORM:

APPROVED:

By Jelle
Attorney for School

By J Hill
Superintendent of Schools

Date Signed: 1/19/2023

ORDER OF COMMISSIONERS COURT
AUTHORIZING FIRST AMENDMENT TO AGREEMENT WITH CHANNELVIEW INDEPENDENT SCHOOL 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 FIRST AMENDMENT TO INTERLOCAL AGREEMENT
WITH CHANNELVIEW INDEPENDENT SCHOOL DISTRICT
TO DECREASE THE NUMBER OF OFFICERS AND TO UPDATE THE PAYMENT
SCHEDULE ACCORDINGLY**

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. Briones | <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 a First Amendment to Agreement for Law Enforcement Services with CHANNELVIEW INDEPENDENT SCHOOL DISTRICT for the purpose of decreasing the number of officers and updating the payment schedule accordingly. The First Amendment to 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. 23GEN0144
Amends 22GEN2968*