

To: Harris County Commissioners Court

Through: May Walker, Constable Harris County Precinct 7

Prepared By: Roberta Ewing, Chief Clerk, Harris County Precinct 7

Subject: Amended Contract for Midtown Management District (the" District")

Project ID (If applicable): N/A

Purpose and Request:

The Harris County Precinct 7 Constable's Office request authorization to execute and amend Law Enforcement Agreement between Harris County and the Midtown Management District (the" District") acting by and through its governing body for the period of March 1, 2021 and extend through February 28, 2022.

Background and Discussion:

This procedure is required by Harris County Commissioners Court for authorization and approval. This procedure was last completed on March 1, 2020 and is an annual process.

Fiscal Impact:

The cost of the request is based on the pre-approved contract law enforcement rates set by Harris County Commissioners Court and the approved fiscal budget of the Harris County Precinct 7 Constable's Office for 2021-2022. These funds are derived from the customer and the general fund.

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected (3 additional years)
Service Impacted: Municipal Utility District 381, Municipal Utility District 390, Municipal Utility District 404, Municipal Utility District 460, WEST BELLFORT Property Owners Association, Midtown Management District, Greater Southeast Management District, City Park Home Owners Association, BRAEBURN Valley West Civic Association, Harris County Water control and Improvement District NO. 89,			

Brunswick Meadows Homeowners Association Inc. (the "Association"), and 2016 Main Owners Association Inc. (the "Association")			
Existing Budget	\$ 2,425,722.00	\$2,659,370.00	
Additional Appropriation Requested	\$ 2,425,722.00	\$2,659,370.00	
Total Expenditures	\$ 2,425,722.00	\$2,659,370.00	
Funding Sources	\$ 2,425,722.00	\$2,659,370.00	
Existing Department Budget	\$ 2,425,722.00	\$2,659,370.00	
Please Identify Funding Source (General Fund, PIC, Special Revenue, Grant, Etc)	General Fund		
Total Sources			

Alternative:

Alignment with Strategic Objective:

To act effective as the service and Enforcement Arm of the Judicial System Preservation of the Peace and dignity of the community. To provide Traffic Enforcement directed to safe movement of the public throughout the Community to reduce crime within the geographical area within Harris County Precinct 7, and hopefully to formulate a Community Service Unit in the future. Development's Programs that will educate out Citizen in areas of personal safety and awareness. The Harris County Constable Precinct 7 establishes written goals objectives. The section, and Units within the department. These goals and objectives of the various Commands, Section, and Units within the department. These goals and objectives are intended to be reviewed and refined, and are subject to ongoing the development using input from person at all levels of the department.

Attachments:

Please see attached Contract Agreement.

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN HARRIS COUNTY AND
MIDTOWN MANAGEMENT DISTRICT**

THIS AGREEMENT is made and entered into by and between **HARRIS COUNTY, TEXAS** hereinafter referred to as the "County," acting by and through its governing body, the Harris County Commissioners Court, and the **MIDTOWN MANAGEMENT DISTRICT** (the "District") acting by and through its governing body.

RECITALS:

This Agreement is made pursuant to chapter 791 of the Texas Government Code, which authorizes contracts between counties and local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 7 (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 March 1, 2021, and end on February 28, 2022, unless terminated sooner in accordance with the provisions of Section IV.

**II.
SERVICES**

2.1 The County agrees to authorize the Constable to provide 1 sergeant(s), and 4 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the District's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

2.2 As used herein, the phrase "working time" is defined as follows: the usual or normal hours that the Constable's deputies 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 deputies 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 deputies to work within the area when the regularly assigned deputies are not available.

2.3 The Constable shall retain control and supervision of the deputies performing services under this agreement to the same extent as he does other deputies. The District understands and agrees that this Agreement is not intended, nor shall it be construed, to obligate the Constable to assign deputies 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 deputies 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 \$96,017.00 for 1 sergeant(s), \$339,964.00 for 4 deputy(ies) for a total sum of FOUR HUNDRED THIRTY FIVE THOUSAND, NINE HUNDRED EIGHTY ONE AND NO/100 DOLLARS (\$435,981.00) to be used by the County for the purpose of paying eighty percent (80%) of the full-time equivalent cost to the County for supplying the law enforcement services, including salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the services under this Agreement. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

The District agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

February 20, 2021	\$36,332.00
March 20, 2021	\$36,332.00
April 20, 2021	\$36,332.00
May 20, 2021	\$36,332.00
June 20, 2021	\$36,332.00
July 20, 2021	\$36,332.00
August 20, 2021	\$36,332.00
September 20, 2021	\$36,332.00
October 20, 2021	\$36,332.00
November 20, 2021	\$36,332.00
December 20, 2021	\$36,332.00
January 20, 2022	\$36,329.00

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 February 20, 2021, the first payment is due on the latter of February 20, 2021, 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 deputies 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 March 1, 2021, the Constable cannot or will not provide 1 sergeant(s), and 4 deputy(ies) to devote eighty percent (80%) of their working time to provide law enforcement services related to the

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

V.
NOTICE

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

To the County: Harris County
Harris County Administration Building
1001 Preston, Suite 610
Houston, Texas 77002
Attention: Clerk, Commissioners Court

with a copy to: Constable May Walker
Harris County Constable
5290 Griggs Road
Houston, Texas 77021

To the District: Midtown Management District
410 Pierce Street Ste.355
Houston, Texas 77002
Attention: Willie H. Coleman, Chairman of the Board
Eileen J. Morris

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. MENESEE
County Attorney

HARRIS COUNTY

By DeAnne A. Lin
Assistant County Attorney
C.A. File No. 20GEN3254

By LINA HIDALGO
County Judge

Date Signed: _____

APPROVED:

Constable May Walker
MAY WALKER
Harris County Constable Precinct 7

ATTEST:

DocuSigned by:
Marylene Chan
By Marylene Chan
Name: Marylene Chan
Secretary

MIDTOWN MANAGEMENT DISTRICT
(District)

DocuSigned by:
Eileen J. Morris
By Eileen J. Morris
Title: Chair Midtown Management District
Date Signed: 3/11/2021

APPROVED AS TO FORM:

DocuSigned by:
Peggy Foreman
By Peggy Foreman
Attorney

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH MIDTOWN MANAGEMENT DISTRICT

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

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

ORDER AUTHORIZING INTERLOCAL AGREEMENT
WITH MIDTOWN MANAGEMENT DISTRICT
FOR LAW ENFORCEMENT SERVICES

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

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

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

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$435,981.00, with MIDTOWN MANAGEMENT DISTRICT for law enforcement services on a fee basis. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.