

May 27, 2021

**The Honorable Judge Lina Hidalgo
and Members of Commissioners Court**
Harris County Administration Building
Houston, Texas 77002

Honorable Members of Court:

We respectfully request Commissioners Court approval for execution of a Law Enforcement Agreement between Harris County and Harris County Municipal Utility District #61.

The Association is requesting (1) Deputy Position to devote (100%) of their working time to provide Law Enforcement Services related to the District's geographical area to become effective June 19, 2021.

This request has been reviewed by the Office of Budget Management and will be subject to review by the County Auditor's Office.

Your favorable consideration in the above request is greatly appreciated.

Sincerely,



Ed Gonzalez, Sheriff
Harris County

EG

Enc: Position Change Request Forms 3441
Contract Agreement

POSITION MANAGEMENT REQUEST FORM

Business Unit Name: Harris County Sheriff's Office

Business Unit Number: 54000

SECTION I - TYPE OF REQUEST

Function	Check Applicable	Comments
Position Update		May require Commissioners Court approval
Position Reclassification		May require Commissioners Court approval
New Position Request	☒	Requires Commissioners Court approval

SECTION II - REASON FOR REQUEST

Requesting (1) new Deputy contract position with Harris County Municipal Utility District No. 61

SECTION III - PROPOSED EFFECTIVE DATE

Proposed Effective Date	<u>06/19/2021</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 Use "Pos_List_File" (PCN Download) to complete all fields		Proposed Complete all fields for a new position or change appropriate field(s) for existing position	
		Number of Positions	1
Position Description		Position Description (30 Spaces Max)	Deputy
Job Code		Job Code (HRRM Use Only)	
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	54000
Home Department ID Number		Home Department ID Number	54060410
Location		Location	811J000
Full Time, Part Time or Temporary		Full Time, Part Time or Temporary	Full Time
Budgeted Hours		Budgeted Hours	40.00
Salary Range Maximum		Salary Range Maximum	35.60
FLSA Code		FLSA Code	N
Reports To Position Number		Reports To Position Number	10011837
Fund Code		Fund Code	1000
Funding Department ID Number		Funding Department ID Number	54060410
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)	

Veronica Weinberger

Veronica Weinberger (May 27, 2021 11:41 CDT)

Business Unit Approval (Business Unit Head or Designee)

05/27/2021

Date

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN HARRIS COUNTY AND
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 61**

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. 61** (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 Sheriff (the "Sheriff") 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 June 19, 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 Sheriff to provide 1 deputy(ies) 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 Sheriff'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 Sheriff will authorize substitute deputies to work within the area when the regularly assigned deputies are not available.

2.3 The Sheriff 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 Sheriff 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 Sheriff 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 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 District agrees to pay the County the sum of \$74,367.00 for 1 deputy(ies) for a total sum of SEVENTY FOUR THOUSAND, THREE HUNDRED SIXTY SEVEN AND NO/100 DOLLARS (\$74,367.00) 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:

May 20, 2021	\$3,541.00
June 20, 2021	\$8,853.00
July 20, 2021	\$8,853.00
August 20, 2021	\$8,853.00
September 20, 2021	\$8,853.00
October 20, 2021	\$8,853.00
November 20, 2021	\$8,853.00
December 20, 2021	\$8,853.00
January 20, 2022	\$8,855.00

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 May 20, 2021, the first payment is due on the latter of May 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 Sheriff 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 Sheriff informs Commissioners Court and the District in writing that due to position vacancy or elimination occurring on or after June 19, 2021, the Sheriff cannot or will not provide 1 deputy(ies) 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 Sheriff 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 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 District: Harris County Municipal Utility District No. 61
3700 Buffalo Speedway, Suite 830
Houston, Texas 77098
Attention: David Marks

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 Sheriff.



MAKING CONCRETE EASY FOR 60 YEARS
MAKING CONCRETE EASY FOR 60 YEARS

APPROVED AS TO FORM:

CHRISTIAN D. MENESEE
County Attorney

HARRIS COUNTY



By _____
DeAnne A. Lin
Assistant County Attorney
C.A. File No. 21GEN1391

By _____
LINA HIDALGO
County Judge

Date Signed: _____

APPROVED:



ED GONZALEZ
Harris County Sheriff

ATTEST:

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 61
(District)

By 
Name: W. N. Luby
Secretary

By 
Title: VICE PRESIDENT

Date Signed: 05/12/2021

APPROVED AS TO FORM:

By 
Attorney

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 61

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. 61
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	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey	☐	☐	☐
Comm. Cagle	☐	☐	☐

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 \$74,367.00, with HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 61 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.