

**MEMORANDUM OF UNDERSTANDING BETWEEN HARRIS  
COUNTY JUVENILE PROBATION DEPARTMENT AND HARRIS  
COUNTY CONSTABLE PRECINCT 7**  
(Transfer of Funds for Law Enforcement Services)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into, by and between the Harris County Juvenile Board ("Board"), acting on behalf of the Harris County Juvenile Probation Department ("HCJPD"), and Harris County Constable Precinct 7 (the "Constable"). The Board, HCJPD, and Constable are referred to herein collectively as "Parties" and individually as a "Party."

- 1) RECITALS. HCJPD requires law enforcement services at its Juvenile Justice Alternative Education Program (JJAEP) located at 2525 Murworth, Houston, Texas 77054 and Constable is willing and able to provide those services to HCJPD. The phrase "law enforcement services," as used in this MOU, includes, but is not limited to, security, preservation of the peace, weapons searches, preparation of reports, court appearances, arrests of persons, and transportation of juveniles.
- 2) TERM & RENEWAL. The initial term of this MOU shall begin on September 1, 2021 and end February 28, 2022. If Board secures additional funding, and there are no rate increases it may extend the term of this MOU for four (4) additional years, renewable one year at a time, by extending the end date one year from the prior term's end date upon the same terms and conditions set out in this MOU. Without affecting the unit pricing, HCJPD may decrease or increase the total maximum funds certified by the County Auditor as available to pay the obligations of this MOU. HCJPD shall give written notice of the extension to Constable at least 30 days prior to the then current end date of the MOU. The extension will not become effective until Board has funded its financial obligation for the extended term and the County Auditor has certified those funds to be available for the purpose. Payment terms for renewals will be due no later than March 30<sup>th</sup> of every renewal year.
- 3) CONSTABLE'S RESPONSIBILITIES. Constable will provide law enforcement services to JJAEP during the period beginning September 1, 2021 and ending at the close of business on February 28, 2022. Upon receipt of the funds into Constable's budget as provided in this MOU, Constable will assign a deputy constable to provide the law enforcement services at the level agreed upon from time to time by HCJPD and Constable. Those deputy constables will remain under the control and supervision of Constable who will manage all aspects of staff deployments required by this MOU. To accomplish the intent of this MOU, it is presently contemplated that:
  - a) Constable will assign one deputy to devote 100% of their working time to provide law enforcement services related during the HCJPD school year student instructional calendar.
  - b) The assigned deputy will be required to work their usual or normal hours established by Constable for the other deputies.
  - c) The transferred funds will not be used by Constable to pay assigned deputy for extra or overtime work.
  - d) HCJPD acknowledges and agrees that the assigned deputy may, from time to time, be away from JJAEP during working hours for one or more of the following reasons:

- i) temporary deployment to other areas to assist the Constable or other County agencies with law enforcement and security matters affecting the community.
    - ii) attendance at meetings between HCJPD and Constable when requested by HCJPD.
  - e) Constable will require that the assigned deputy have undergone fingerprint-based criminal history background checks prior to their assignments to JJAEP, without cost to HCJPD. Only deputies who pass such test will be assigned to JJAEP.
  - f) The assigned deputy may come into contact or possession of records and/or information pertinent to one or more juveniles in the custody or under the control of HCJPD. All such information is deemed to be confidential. Constable will instruct the assigned deputy to protect the confidentiality of the information from disclosure to third parties and to ensure such confidentiality in compliance with all applicable federal and state law, rules and regulations.
- 4) HCJPD RESPONSIBILITIES. HCJPD will request the Harris County Budget Office ("Budget Office") to transfer of EIGHTY-FOUR THOUSAND NINE HUNDRED NINETY ONE DOLLARS AND ZERO/100 CENTS (\$84,991.00) from HCJPD's general fund to the Constable's budget no later than September 30, 2021.
- 5) ABSENTEEISM OF JUVENILES. The assigned deputies duties may involve absenteeism of juveniles in the custody or under the control of HCJPD and the deputies may acquire knowledge or possession of records maintained by HCJPD that pertain to one or more of those juveniles. HCJPD will provide the Constable with the following:
- a) HCJPD guidelines and policies concerning absenteeism of juveniles in the custody or under HCJPD supervision; and,
  - b) Training of assigned deputy on the use of those guidelines and policies.
- 6) TERMINATION. Either party may cancel this MOU by giving the other party notice of termination at least thirty (30) days prior to the anticipated termination date. The Budget Office will transfer any unused funds, after computing all legitimate charges against them, back into HCJPD's general account.
- 7) NOTICE. Notice may be given by hand delivery or first class mail at the following addresses:

To Board or HCJPD: Harris County Juvenile Probation Department  
 Education Services  
 1200 Congress, Suite 6500  
 Houston, Texas, 77002  
 Attention: Julie Pruitt  
 Deputy Director of Education Services

To Constable: Honorable May Walker  
 Constable Precinct 7  
 5290 Griggs Road  
 Houston, Texas, 77044



Copy to-

Harris County Budget Management Department  
1001 Preston, Suite 938  
Houston, Texas 77002

- 8) NO PERSONAL LIABILITY. Nothing in this MOU is construed as creating any personal liability on the part of any officer, director, employee, or agent of the County or any public body that may be a Party to this MOU.
- 9) ENTIRE AGREEMENT; MODIFICATIONS. This MOU contains the entire agreement of the parties and may be modified only by written amendment executed by both Parties.
- 10) EXECUTION, MULTIPLE COUNTERPARTS. This MOU may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the MOU.

HARRIS COUNTY JUVENILE BOARD

HARRIS COUNTY CONSTABLE, PRECINCT 7

By: \_\_\_\_\_  
Lina Hidalgo (Date)  
Board Chair

By: May Walker 9/2/21  
Constable (Date)

APPROVED AS TO FORM:

CHRISTIAN D. MENESEE  
Harris County Attorney

By: DeAnne A. Lin  
DeAnne A. Lin  
Assistant County Attorney  
County Attorney File No. 21GEN2430

THE STATE OF TEXAS     §

COUNTY OF HARRIS     §

The Harris County Juvenile Board convened its regular monthly meeting in Harris County, Texas, on \_\_\_\_\_, 2021, and constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF MEMORANDUM OF  
UNDERSTANDING BETWEEN HARRIS COUNTY JUVENILE BOARD AND  
HARRIS COUNTY CONSTABLE PRECINCT 7**

Board Member \_\_\_\_\_ introduced an order and moved that the Harris County Juvenile Board adopt the order. Board Member \_\_\_\_\_ 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	Not Present
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judge Bates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judge Garrison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judge Lacayo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judge Maldonado	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judge Moore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judge Oakes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judge Shapiro	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried, and the order adopted is as follows:

**IT IS ORDERED** that the Juvenile Board Chair, Purchasing Agent, or Executive Director is authorized to execute the attached Memorandum of Understanding (or a document substantially the same for the same amount) between Harris County Juvenile Board and Harris County Constable Precinct 7. The attached Memorandum of Understanding may be executed with an electronic or facsimile signature. Harris County Juvenile Probation Department is authorized to request the Harris County Purchasing Agent to expend up to \$ 84,991.00 for the services provided by the Harris County Constable Precinct 7 as required by the Memorandum and to do all other actions necessary to accomplish the purpose of this Order.