

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT PATROL  
SERVICES BETWEEN WALLER COUNTY AND WALLER COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 55**

This INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT PATROL SERVICES, hereinafter referred to as "Agreement," is made by and between Waller County, a political subdivision of the State of Texas, hereinafter referred to as the "County," and Waller County Municipal Utility District No. 55, a political subdivision of the State of Texas, hereinafter referred to as the "District."

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Waller County, Texas, and is authorized to enter interlocal agreements on behalf of the Waller County Sheriff's Office; and

WHEREAS, the Waller County Sheriff's Office, hereinafter referred to as "Waller County Sheriff's Office" and/or "Sheriff's Office," is a duly organized agency of Waller County engaged in the providing of law enforcement and related services for the benefit of citizens of Waller County, Texas, including the citizens residing within the respective boundaries of the District; and

WHEREAS, the District is a political subdivision of the State of Texas, created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 54 and 49 Texas Water Code as amended; and

WHEREAS, pursuant to Section 49.216, Texas Water Code, the District may contract to employ peace officers with the power to make arrests when necessary to abate the commission of, among other things, any offense against the laws of the State of Texas. The County is authorized to provide law enforcement services to the District pursuant to Texas Government Code Section 791.011(c)(2); and

WHEREAS, the County and the District further covenant that all payments mandated by this Agreement do fairly compensate the County for the furnishing of law enforcement services; and

WHEREAS, the County and the District desire to improve the efficiency and effectiveness of local governments by contracting for supplemental services of patrol and other law enforcement services as specified elsewhere herein; and

WHEREAS, the District seeks to provide additional law enforcement and related

services for the benefit of citizens within its boundaries, described in the attached **Exhibit B**; and

WHEREAS, the County and the District mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

**NOW THEREFORE**, the County and the District, for the mutual consideration hereinafter stated, agree and understand as follows:

### **I. PURPOSE**

The purpose of this Agreement is to provide additional law enforcement services to ensure the peace and safety of the citizens of the County particularly within the territorial confines of the District, as described in **Exhibit B**, and to provide such a public benefit through the deployment of County property and personnel as deemed appropriate by the Waller County Sheriff's Office.

### **II. TERM**

#### **TERM AND RENEWAL**

This Agreement shall begin on January 1, 2026 and for the first year term last until December 31, 2026. The second year term will begin on January 1, 2027 and go to December 31, 2027. The Parties agree that upon expiration of this initial two year term (and any subsequent renewal terms), this Agreement shall automatically renew each year for subsequent twelve (12) month periods beginning on the first (1st) day of January of each year and ending on the following thirty first (31st) day of December, unless and until this agreement is terminated in accordance with the provisions herein under the caption "TERMINATION."

#### **TERMINATION**

Written notice is required for any party desiring to terminate this Agreement. The Agreement may be terminated at any time for cause or no cause, by either party giving thirty days (30) days written notice to the other party to the identified Notice Addresses provided in this Agreement. The notice must be made by U.S. Postal Service, Certified Mail, Return Receipt Requested.

### **III. CONSIDERATION FOR SERVICES AND FINANCIAL PROVISIONS**

#### **CONTRACT FUNDING AMOUNT**

In consideration for the services provided by the County, the District agrees to fully fund and reimburse the County for such expenses in the amount as set forth on **Exhibit A** hereto. The County shall provide to the District, no later than sixty (60) days prior to the expiration of any term (original or renewal) of this Agreement, an updated **Exhibit A** setting forth proposed changes to such expenses, if any, that would apply to the immediately following renewal term.

#### INDIRECT FEE

The District understands and agrees that administrative duties are required to ensure compliance with this Agreement, and that those duties may not be quantifiable in the same way as patrol duties and operating expenses. The creation of an indirect-fee line will allow the County to be fairly compensated for these activities. The indirect fee shall be invoiced in equal installments to the District within the routine quarterly invoice, but the annual amount may not exceed more than 15% of the total amount in **Exhibit A**.

#### BILLING

The County Auditor's Office will invoice the District on a quarterly basis and the amount billed shall be due from the District's current revenues within 30 days of the receipt of an invoice from the County. Such invoice will be forwarded to the District in care of the bookkeeper for the District, currently:

Vanessa Hernandez  
Myrtle Cruz, Inc.  
3401 Louisiana St #400  
Houston, TX 77002

#### CHANGE OF ADDRESS

The District is responsible to notify the County if a change of billing address should become necessary.

#### SUSPENSION OF SERVICES

The County Auditor's Office shall notify the Waller County Sheriff's Office if the District becomes delinquent in payment of the contracted funding. Payment shall be considered delinquent if the District fails to make payment to the County within thirty (30) days after the receipt of a quarterly invoice. The Sheriff's Office shall notify the District to discuss the non-payment. If the delinquent payment status continues, then the County may suspend services to the District for non-payment and County shall be entitled to terminate this Agreement. The Sheriff's Office will identify a date

on which the services will be suspended and will notify the District by telephone and in writing (to the Notice addresses provided in this Agreement) of the date service will be suspended. If the District is delinquent for more than sixty (60) days, the District may be charged an additional penalty of 10% of the past-due bill.

If service by County to the District has been suspended for non-payment and the District subsequently becomes current on payments/penalties owed to County under this Agreement, it is the responsibility of the District to contact the County Auditor's Office and the Sheriff's Office to confirm receipt of payment and that services are reactivated. The District will not receive credit for time which service is suspended for non-payment.

#### **IV. SCOPE OF SERVICES**

##### **TACTICAL COMMAND AND CONTROL NOT AFFECTED**

Nothing in this agreement shall be construed to affect the Waller County Sheriff's Office's tactical command and control of its officers. District acknowledges that the peace officers affected by this agreement are not private security. The peace officers are public law enforcement officers operating under the Waller County Sheriff's Office's command.

##### **SCOPE OF SERVICES**

The County affirms and approves the authority of the Waller County Sheriff's Office to provide one or more peace officers, as deemed appropriate by the Sheriff's Office, to devote 50% of their working time, with the total number of hours per month to be set forth in this agreement and, thereafter, may be adjusted by the District as set forth below, to provide law enforcement services within the District's geographical boundaries in Exhibit B. These law enforcement services are intended to be patrol services. It is the intent of this Agreement that 50% of the peace officers' working time should be spent within the District.

The District acknowledges that tasks and duties other than patrol will be required of peace officers outside of the geographical boundaries in **Exhibit B**, and that such tasks and duties, including but not limited to duties such as administrative work and appearing in court, are a necessary part of providing law enforcement services in the District.

The District further acknowledges that the Sheriff's office may direct the peace officers assigned to the District to other areas in response to emergencies or other circumstances as needed. Such directives are to be considered de minimis and

contemplated within the scope of services due to the split costs as detailed in **Exhibit A**.

The County and the Sheriff's Office agree that the patrol services to be furnished pursuant to this Agreement are in addition to the regular on-duty peace officer services furnished within the District's geographical boundaries, and that in no event shall the services furnished hereunder alter, impact or lessen the routine patrol services that are otherwise provided in the District.

### PATROL UNIT

In exchange for the provision of one or more Patrol Unit(s), the District agrees to pay the County a sum, per unit, totaling 50% of the reasonable and necessary expenses, more fully described in **Exhibit A** hereto, with the exception of the vehicle costs. The District shall bear the full expense of the vehicle costs for the first year term of January 1, 2026 to December 31, 2026. Subsequent to the first year term split of 50%/50% and every year after, the District will pay the standard 90% of the fees as detailed in **Exhibit A-1**. The payments made by the District to the County shall be used by the County for reasonable and necessary law enforcement equipment and requirements to support the law enforcement efforts of the Patrol Unit. A Patrol Unit at a minimum consists of: (1) the Sheriff's Deputy (personnel), (2) the equipment and vehicle necessary to support the Deputy, and (3) direct and non-direct support services.

The District's payments in **Exhibit A and A-1** are for a 50% share of the patrol unit's time, as further detailed in this agreement.

The County agrees that each peace officer will be properly insured while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

### NUMBER OF PATROL UNITS

Until otherwise notified in writing by the District, the County acknowledges that the District has determined that one (1) Deputy Sheriff Patrol Unit will be funded through this Agreement.

### HOURS WORKED BY PATROL UNIT

The number of "working time" hours (every two weeks) by the Patrol Unit is eighty (80) hours. The District and the County will agree to the work shifts for each Patrol Unit by separate written notice. The Waller County Sheriff's Office will manage the schedule of each Patrol Unit so that the Patrol Unit has 50% of its working hours, 40 hours during a two-week period or 20 hours per week, within the District. District

understands that a Patrol Unit may have a certain number of undefined hours in which the Patrol Unit may be needed to attend court hearings, training, meetings, or have routine employee-related absences which may reduce the number of direct patrol hours. If possible and within personnel and budgetary limits, the County may assign a substitute Patrol Unit to District to provide service in the absence of the assigned Patrol Unit.

The Sheriff's Office will provide information to District of Deputy absences in writing on a quarterly basis. In addition, the District may at any time request materials documenting the hours worked by a Patrol Unit in order to determine the number of direct patrol hours within the District, and the County shall provide said documentation upon this request. Any such materials or documentation provided shall be kept confidential. The District's right to request and inspect work logs or similar materials documenting hours as created by this Agreement shall expire thirty (30) days after the termination of this agreement.

As used herein, the phrase "working time" means those hours designated by the Sheriff's Office in which its commissioned peace officers are assigned to provide additional law enforcement services in the Area pursuant to this Agreement. During such working time, the peace officers shall perform law enforcement services as normally provided when working directly for the Sheriff's Office. The Sheriff's Office shall retain control and supervision of the peace officers performing services under this Agreement to the same extent as the Sheriff's Office does with its other peace officers that are working outside the District's Area. The peace officers must always comply with the laws of the State of Texas and act within the scope of the General Orders and Standard Operating Procedures of the Sheriff's office. The peace officers shall not enforce "district policies" or "house rules" of the District; provided, however, the peace officers shall enforce District Rules and Regulations adopted pursuant to Section 54.205 of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code.

## OVERTIME

Any time worked by a Deputy in excess of eighty (80) hours bi-weekly is considered overtime. Overtime costs will be administered in accordance with the Waller County attendance/leave-time/overtime policies as they apply to non-exempt law enforcement personnel. District and the Sheriff's Office will establish an overtime protocol designed to help manage overtime costs. The Waller County Sheriff's Office will use its best efforts to notify District prior to the scheduling of planned overtime. District agrees to compensate the County for reasonable and customary overtime costs; and the County agrees that overtime costs shall be



incurred only when determined to be reasonably necessary to affect the purposes and intent of this agreement. Such costs will be added to the quarterly invoice to District.

### ABSENCES

The District understands and agrees that the nature of hiring personnel will include a certain amount of employee absences, each Patrol Unit will receive County employee benefits, including holiday, sick, vacation, personal, compensation time that will be incorporated in their eighty (80) hours bi-weekly service hours, thus reducing the amount of direct patrol hours to District. The Sheriff's Office will use its best-efforts to notify District prior to the scheduling of planned absences. If possible and within personnel and budgetary limits, the Sheriff's Office may assign a substitute Patrol Unit to District to provide service in the absence of the assigned Patrol Unit. Sheriff's Office will provide information to the District of patrol deputy absences.

### RECORDS, DATA, AND OTHER INFORMATION

The terms "records," "data," "information," and "materials" are inclusive of each term and substituted throughout, and are meant to include any type of recorded information generated by the Sheriff's Office, including but not limited to the examples of audio-visual records, photographic images, camera roll, body worn camera footage, patrol reports, notes, and other memoranda.

The Parties acknowledge that the Sheriff's Office, in the performance of law enforcement duties, may generate or obtain access to confidential and protected information, including but not limited to Criminal History Record Information (CHRI), Personally Identifiable Information (PII), and law enforcement reports, records, or investigatory materials. Pursuant to applicable federal and state laws, including but not limited to the CFR 28, the Texas Code of Criminal Procedure, the Texas Public Information Act (Chapter 552 of the Texas Government Code), and the Federal Privacy Act (5 U.S.C. § 552a), the Sheriff's Office is strictly prohibited from disclosing CHRI, PII, or any related law enforcement-sensitive materials, except as authorized by law.

Nothing in this agreement shall be construed to entitle the District to records, data, or other information that the County or Sheriff's Office is required to restrict as a matter of law. All records created by the Sheriff's Office are subject to applicable law, including but not limited to the Texas Public Information Act. No privileges, including but not limited to attorney client and investigative privileges are waived by this agreement.

Nothing in this agreement shall be construed to grant access to any systems, data, or communications governed by the FBI Criminal Justice Information Services (CJIS) Security Policy. All CJIS data shall remain under the exclusive control of the Sheriff's Office.

This agreement does not create an entitlement to any records or data whatsoever created by the Sheriff's Office Deputies in the course and scope of their duties.

All records generated by the Sheriff's Office shall remain the property of the Sheriff's Office, and the Sheriff's Office shall maintain, retain, distribute, and destroy said records in accordance with their internal policy and as authorized by law. Any Sheriff's Office records shared with the District shall remain the property of the Sheriff's Office. District acknowledges that it does not have any ownership or control rights whatsoever over data, records, and other information generated by the Sheriff's Office, and in particular, has no right through this agreement to body worn camera footage. District shall maintain all Sheriff's Office records as confidential. District shall destroy the records, data, and information shared by the Sheriff's Office upon request.

The District shall not act as an intermediary or represent the Sheriff's Office in responding to requests for records generated by the Sheriff's Office. The District shall not distribute any data or records from the Sheriff's Office to third parties without prior agreement from the Sheriff's Office.

In the event the District inadvertently obtains Sheriff's Office records, they shall immediately notify the Sheriff's Office, and shall return and/or destroy said records upon request.

The District may request in writing general statistical or summary data regarding deputy activity within the district such as materials documenting the hours worked by a Patrol Unit without making a Public Information Act request or subpoena. However, such requests shall not include or imply entitlement to raw video footage, criminal history record information (CHRI), personally identifiable information (PII), investigative records, or any other information protected by law. The Sheriff's Office may also, at its discretion and in compliance with applicable law, provide non-confidential summary data or statistical reports to the MUD District. The purpose of these reports and data is to demonstrate patrol activity levels and performance metrics.

The District shall not use this agreement to obtain records or information other than general statistical or summary data. The District may use the same legal means of obtaining the Sheriff's Office's records that are available outside of this agreement, including but not limited to Public Information Act requests, subpoenas, and court orders.

Any attempt by the District to obtain Sheriff's Office or other County records through improper means, other than by lawful request or pursuant to this agreement, shall be considered a breach of this agreement.



## **V. PERSONNEL**

### **PATROL DEPUTY**

Although the peace officers shall at all times remain under the control and supervision of the Sheriff's Office, the Sheriff's Office agrees as follows with respect to the additional law enforcement services to be furnished by the peace officers under this Agreement: the District shall not withhold or pay any federal, state or local income tax, nor payroll tax of any kind, on behalf of the peace officers. The County shall be responsible for the filing and payment of all income related taxes associated with the services performed by the peace officers under this Agreement. The peace officers shall not be treated as employees of the District with respect to the services performed hereunder for federal or state tax purposes, for workers compensation purposes, or for any other purposes.

### **CHAIN OF COMMAND**

Each Deputy will be an employee of the County and will be in the chain of command at the Waller County Sheriff's Office. Each Deputy is obligated to follow all guidelines, policies, and procedures of the County and the Waller County Sheriff's Office.

### **WORK ASSIGNMENT**

Each Deputy shall have his/her work assignment and duties outlined under this Agreement as their primary job assignment and will not regularly be assigned additional police duties by the Waller County Sheriff's Office. The County reserves the right, however, to reassign a Deputy temporarily in the event of an emergency, or when other circumstances require an enhanced police presence elsewhere in the Sheriff's jurisdiction. The Waller County Sheriff's Office will provide information to the District of such instances in writing.

## **VI. EQUIPMENT**

### **EQUIPMENT**

The County provides equipment for each Deputy hired by the Waller County Sheriff's Office. District will be responsible to provide funding so that the equipment designated by the Waller County Sheriff's Office for rendering of law enforcement services may be in the same manner, and with the same equipment and vehicle, as is customarily provided by the Waller County Sheriff's Office within their statutory jurisdiction, and such equipment costs are reflected in Exhibit A hereto.

### **EQUIPMENT REPLACEMENT**

The County may purchase vehicles and equipment, including computer and other electronic equipment, with funding provided by District for the purpose of providing services under this Agreement. Such vehicles and equipment will be subject to any Waller County administrative policies and procedures for replacement of such vehicles or equipment. Such replacement will be incorporated into the District funding requirements and will be consistent with the customary maintenance and replacement schedule for like equipment.

### PATROL VEHICLE

The County and District understand and agree that this Agreement provides funding for the expenses for the County. Specifically, to provide a suitable vehicle, equipment, facilities, maintenance, repair, and service of the vehicle for the performance of all duties and obligations of the County as stated herein during the period of this Agreement. Title of any patrol vehicle shall remain in the custody of Waller County Sheriff's Office. Funding for vehicle expenses shall not indicate any transfer of title, or possession rights, regarding the patrol vehicle.

With the funding provided by District, the County will: (1) coordinate the purchase of liability insurance coverage via the County's policy, (2) provide routine maintenance, repairs, and fuel costs of the vehicle, and (3) purchase, if necessary, and install the necessary equipment to make the vehicle ready for use by each Deputy.

Each Deputy shall have the full authority to use the vehicle in accordance with the County and Waller County Sheriff's Office policies. This includes, but is not limited to, allowing each Deputy to take the vehicle home, within a reasonable distance. District is not responsible for any costs that are attributable to a Deputy's misuse of the vehicle in violation of this Agreement and the County and Waller County Sheriff's Office policies.

## **VII. COUNTY'S RESPONSIBILITIES**

For the purposes and consideration herein stated and contemplated, the County, through the Waller County Sheriff Office, will provide the following necessary and appropriate services for the District to the extent authorized by this Agreement and state or federal law:

### LIAISON

County will designate the Waller County Sheriff or his designee to act on behalf of County to serve as "Sheriff's Office Liaison Designee" for County. The Sheriff's Office Liaison Designee will make or receive requests and confer upon matters concerning the

delivery of Patrol services to the District. The District will observe and utilize the Sheriff's Office Liaison Designee who will devote sufficient time and attention to the execution of said duties on behalf of the County and will provide immediate and direct supervision of the Waller County Sheriff's Office employees, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of County and the District. In the event that new Designee is assigned, the County shall notify the District by sending notice to the District's address as provided in this Agreement.

Sheriff Liaison Designee:  
Chief Robert Schields  
100 Sheriff R Glenn Smith Dr.  
Hempstead, TX 77445  
Phone: 979-826-8282  
Fax: 979-826-7781

#### COUNTY LIABILITY

The County understands and agrees that the County, its employees, servants, agents, and representatives are not and shall at no time represent themselves to be employees, servants, agents, and/or representatives of the District. The County shall not be required to indemnify nor defend the District for any liability arising out of the wrongful acts of employees or agents of the District to the extent allowed by Texas law.

#### SERVICE MANAGEMENT

The planning, organization, assignment, direction, and supervision of County personnel under this agreement will be determined by the Waller County Sheriff's Office. The rendition of service, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed will be the responsibility of the Waller County Sheriff's Office.

#### RESPONSIVENESS

The County will give prompt consideration to all requests from the District routed through the Sheriff's Office Liaison Designee regarding delivery of patrol services under this Agreement. The County will make every effort to comply with these requests as long as they are consistent with State law and the policies of the Waller County Sheriff's Office.

#### NOTICES

Any and all notices to the County required by this Agreement will be sent to the

following parties at their respective addresses listed below:

1. Chief Robert Schields  
100 Sheriff R Glenn Smith Dr.  
Hempstead, TX 77445  
Phone: 979-826-8282  
Fax: 979-826-7781
2. Waller County Judge's Office  
836 Austin Street  
Hempstead, TX 77445  
Phone: 979-826-7700

#### **VIII. DISTRICT'S RESPONSIBILITIES**

For the purposes and consideration herein stated and contemplated, the District shall have the following responsibilities to the maximum extent authorized by this Agreement and state or federal law:

##### **LIAISON**

The District designate as representatives to act on behalf of the District, and to serve as "Liaison Contact" for the District by submitting the Liaison's contact information to the Sheriff's Office. The Liaison Contact will devote sufficient time and attention to the execution of said duties on behalf of the District and will provide immediate and direct supervision of the District in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the District and County. In the event that new Designee is assigned, the District shall notify the County by sending notice to the County's address as provided in this Agreement.

Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Ste. 2600  
Houston, Texas 77027  
Attn: Angie Lutz  
Phone: 713-860-6470  
Email: alutz@abhr.com

##### **DISTRICT'S LIABILITY**

The District understands and agrees that the District, its employees, servants, agents, and representatives are not and shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The District shall not be required to indemnify nor defend the County for any liability arising out of the wrongful acts of employees or agents of the County to the extent allowed by Texas law.

#### AREA OF ENFORCEMENT (MAPS)

The District will provide County with accurate maps of the areas and boundaries of the District and the areas to be patrolled. Subdivision plats and updated maps will be provided to the County as the land is platted or boundaries change. **Exhibit B** attached hereto contains a legal description of the District.

#### NOTICES

The District designates the following address for notices required by this Agreement to be sent to the following:

Waller County Municipal Utility No.55  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Ste. 2600  
Houston, Texas 77027  
Attn: Angie Lutz  
Phone: 713-860-6470  
Email: alutz@abhr.com

### **IX. MISCELLANEOUS PROVISIONS**

#### RECOURSE

The District's recourse for failure of County to furnish services under this Agreement will be the right to terminate this agreement pursuant to Section II. In the event that the District request a refund of already paid fees, Sheriff and the President of each District Board, or their respective designees, shall determine by mutual agreement the fee amount. Conversely, in the event that the County requests payment for any services, already performed but not yet paid, the payment amount shall be determined by mutual agreement of the parties.

#### ASSIGNMENT: SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written

consent of the other Party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

### DISPUTES

Any dispute arising from the failure, of either the District or County, to agree on any potential refund and/or payment amounts will be first submitted to non-binding mediation. Each party will pay one-half (1/2) of the cost of expense of said mediation.

It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency or performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency or performance and compensation adjustment will be referred to a court of competent jurisdiction.

### CURRENT REVENUES

Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

### NON-APPROPRIATION AND FISCAL FUNDING

The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of such Party does not appropriate sufficient funds as determined by such Party's budget for the fiscal year in question. The Party may effect such termination by giving the other Party written notice of termination at the end of its then-current fiscal year.

### NON-WAIVER

A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

### NO THIRD PARTY BENEFICIARIES



No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

### VENUE

The District and County agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be a court of competent jurisdiction in Hempstead, Waller County, Texas.

### SEVERABILITY

The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Waller County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

### NO JOINT ENTERPRISE, JOINT VENTURE, VICARIOUS, OR AGENCY THEORY OF LIABILITY

This Agreement is considered a contract under Government Code 791.003(2), and thus not a joint enterprise under Government Code 791.006(d), for the purpose of assigning or determining liability. Nothing in this Agreement shall be interpreted to create a joint enterprise or joint venture, or an agency relationship between the Parties for the purposes of determining liability, in the event there is a change of law that allows for shifting and/or sharing liability under a joint enterprise, joint venture, vicarious, or other agency theories of liability.

### LIABILITY AND IMMUNITY

This Agreement is made for the express purposes of providing patrol services, which all parties recognize to be a governmental function. Except as hereinafter provided no party assumes any liability beyond that provided by law.

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United

States.

Except as hereinafter provided no party assumes any liability beyond that provided by law and expressly acknowledges the potential shifting and/or assumption of liability as outlined in the Interlocal Agreement Act codified in Government Code §791.006.

### FORCE MAJEURE

Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, disease and/or sickness pandemic, endemic, or outbreak, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

### ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between County and the District and supersedes all prior negotiations, representations and/or agreements, either written or oral. The terms and conditions in this Agreement may be amended only by written instrument signed by both the County and the District.

### AUTHORIZED OFFICIALS

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the others that any necessary actions or resolutions extending said authority have been duly passed and are now in full force and effect. The County Judge, or the Presiding Officer of the Waller County Commissioners Court, is granted the authority to execute this agreement upon the approval of the Waller County Commissioners Court of this contract.

### COUNTERPARTS

This Agreement may be executed in counterpart with no adverse bearing on dignity and effect.

[EXECUTION PAGE FOLLOWS]

WALLER COUNTY, TEXAS

WALLER COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55

\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
President, Board of Directors

Date

Date April 13, 2025

Attest:

Attest:

  
\_\_\_\_\_

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Waller County  
Assistant District Attorney

  
\_\_\_\_\_  
Attorney for Waller County MUD No. 55

Exhibit A

<b>516 - Sheriff's Administration</b>	<b>TOTAL</b>	<b>MUD 55</b>
510019 - Staff Salary		\$66,816.00
<b>510026 - Certification Pay</b>		\$3,600.00
520000 - Longevity		\$0.00
520100 - Social Security		\$5,386.82
520201 - TCDRS		\$7,949.97
530204 - K9 Dog Supplies		\$0.00
533000 - Fuel and Oil		\$12,000.00
563000 - Training and Conference		\$1,000.00
563900 - Uniforms		\$2,700.00
581700 - Equipment		\$10,500.00
581816 - AirCard/Wireless		\$90.00
		<b>\$110,042.79</b>
<b>Department 411 - Insurance</b>		
125-411-560300 - Liability Ins		\$800.00
		<b>\$800.00</b>
<b>Department 685 - Employee Benefits</b>		
125-685-520303 - Health Insurance		\$23,493.60
125-685-520400 - Worker's Compensation		\$1,010.13
125-685-520500 - Unemployment		\$70.42
		<b>\$24,574.14</b>

Subtotal: \$135,416.93

First Year percentage split [non vehicle] X 0.50

First Year Non-Vehicle Subtotal = \$67,708.47

<b>518 - Law Enforcement Vehicle Maint</b>	
536400- Part and Repairs	\$9,000.00
<b>581700 - Equipment</b>	\$145,000.00
	<b>\$154,000.00</b>

First Year Vehicle Costs [100%] \$154,000.00

First Year Non-Vehicle Subtotal + \$67,708.47

**TOTAL EXHIBIT A FIRST YEAR COSTS = \$221,708.47**

Exhibit A-1



<b>516 - Sheriff's Administration</b>	<b>TOTAL</b>	<b>MUD 55</b>
510019 - Staff Salary		\$66,816.00
<b>510026 - Certification Pay</b>		\$3,600.00
520000 - Longevity		\$0.00
520100 - Social Security		\$5,386.82
520201 - TCDRS		\$7,949.97
530204 - K9 Dog Supplies		\$0.00
533000 - Fuel and Oil		\$12,000.00
563000 - Training and Conference		\$1,000.00
563900 - Uniforms		\$2,700.00
581700 - Equipment		\$10,500.00
581816 - AirCard/Wireless		\$90.00
		<b>\$110,042.79</b>
<b>Department 411 - Insurance</b>		
125-411-560300 - Liability Ins		\$800.00
		<b>\$800.00</b>
<b>Department 685 - Employee Benefits</b>		
125-685-520303 - Health Insurance		\$23,493.60
125-685-520400 - Worker's Compensation		\$1,010.13
125-685-520500 - Unemployment		\$70.42
		<b>\$24,574.14</b>

Subtotal: \$135,416.93

<b>518 - Law Enforcement Vehicle Maint</b>	
536400- Part and Repairs	\$9,000.00

Parts and Repairs + \$9,000.00

Second Year Subtotal = \$144,416.93

Second Year percentage split [90%] X 0.90

**TOTAL EXHIBIT A-1 SECOND YEAR COSTS = \$129,975.24**

## Exhibit B

