

Hecker, Toby (CD4)

From: Banks, Kris (CM2)
Sent: Tuesday, August 26, 2025 6:26 PM
To: Rosen, Alan (Constable Precinct 1); Garcia, Jerry (Constable Precinct 2); Eagleton, Sherman (Constable Precinct 3); Herman, Mark (CD4); Allbritton, Terry (Constable Precinct 5); Trevino, Silvia (Constable Pct 6); Phillips, James (Constable Precinct 7); Sandlin, Phil (Constable Pct. 8); Gonzalez, Ed (HCSO Sheriff); Garcia, Adrian (CM2)
Cc: Lykes, Mike (CM2); Villafranca, Roberto (CM2); Cruise, Heather (CM2); Aiyer, Jay (CAO); Fombonne, Jonathan (CAO); Ramos, Daniel (Office of Management and Budget); Dickerman, Jesse (Office of County Administration); Mills, Tonya (Office of County Administration); Diaz, Thomas (HCSO); Jackson, Robert (HCSO); Shaw, Carl (Constable Precinct 1); Bonsal, Kirk (Constable Precinct 3); Steward, Donald (CD4); Grant, Marcus (Constable Precinct 7); Finnen, Jason (Constable Pct. 8); Castleberry, Grady (Constable Precinct 7); Hecker, Toby (CD4); Black, Roxanne (Constable Precinct 1); Gongora, Cynthia (Constable Precinct 1); Forbes, Scott (Constable Precinct 5); Yetter, Christopher (Constable Pct. 8); Kritzler, Michael (Constable Precinct 2)
Subject: Agreement for Constables
Attachments: Constable_Sheriff MOU Consolidation of Services.docx

Honorable Constables and Sheriff,

Pursuant to Commissioner Garcia's statements at the August 14 Court and subsequent conversation with staff, Commissioner Garcia requested the County Attorney to draft a memorandum of understanding. The MOU is attached. Please review.

Commissioner Garcia will make a motion tonight to notice Constable salaries at a rate slightly higher than current salaries, but will also make a motion that if the MOU is signed by eight Constables and the Sheriff and submitted by 5 p.m. on August 29 to the Office of Management, the OMB is to file a budget reflecting Constable salaries at \$292,796.

Kris Banks
Deputy Chief of Staff for Public Affairs



**ADRIAN
GARCIA**
PRECINCT 2 COMMISSIONER

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Pronouns: He/Him/His

MEMORANDUM OF UNDERSTANDING BETWEEN HARRIS COUNTY CONSTABLE PRECINCTS 1 THROUGH 8 AND HARRIS COUNTY SHERIFF

The eight Harris County Constables (“Constables”) and the Harris County Sheriff (“Sheriff”) are referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, the Harris County Sheriff’s Office (“HCSO”, the Harris County Constables of Precincts One through Eight (collectively, the “Constables”), and the Harris County Commissioners Court (collectively, the “Parties”) share a common mission to provide effective, accountable, and fiscally responsible public safety services to the residents of Harris County;

WHEREAS, the Parties recognize that Harris County has multiple law enforcement agencies with overlapping jurisdictions and responsibilities, and that such overlap can, at times, create redundancies in operations, administrative functions, and service delivery;

WHEREAS, the Parties further recognize that public confidence in county government depends upon the efficient and effective use of taxpayer resources;

WHEREAS, the Parties acknowledge that identifying opportunities for collaboration, shared services, and consolidation of certain functions may reduce unnecessary duplication of efforts, increase operational efficiency, and generate meaningful cost savings for the County;

WHEREAS, the Parties understand that improved coordination and consolidation can enhance countywide law enforcement services by strengthening inter-agency communication, leveraging economies of scale, and deploying resources more strategically;

WHEREAS, the Parties agree that pursuing consolidation opportunities does not alter the statutory responsibilities of each elected official, but rather supports the goal of ensuring that those responsibilities are carried out in the most efficient and cost-effective manner possible;

WHEREAS, the Parties desire to establish a cooperative framework for identifying, evaluating, and implementing opportunities for consolidation, collaboration, and efficiency within Harris County law enforcement operations;

WHEREAS, the Parties agree to enter this Memorandum of Understanding is to set forth the terms and understanding between the Parties to consolidate dispatch services and property room management by the CONSTABLES and SHERIFF.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

AGREEMENTS:

1. **Purpose of Memorandum of Understanding.** This Memorandum of Understanding (“MOU”) constitutes an agreement between the Parties in furtherance of consolidation of the services described herein and others as may be deemed appropriate by the Parties. The

purpose of the MOU is to describe the services and operations to be consolidated under the Sheriff and provide a framework for the transition of such services and operations. The Parties intend for the MOU to be binding.

2. **Term of MOU.** This MOU shall commence upon the execution of all Parties and shall remain in full force and effect until September 10, 2026 or until completion of the transfer of services as described in the MOU.

3. **Dispatch Services.**

- a. Parties agree that dispatch services shall be consolidated under the management and control of the Sheriff.
- b. Call center intake and operations will be housed at the Sheriff located at _____.
- c. Sheriff will work with Constables to maintain current levels of service and response times. Parties agree to work with the Harris County Office of County Administration to develop performance metrics.
- d. Sheriff agrees to maintain and utilize Constable-dedicated phone lines.
- e. Sheriff and Constables agree to work together to secure technological upgrades to optimize response and dispatch services.
- f. Constables agree to transfer all PCNs necessary to effectuate transfer of related to dispatch operations, including dedicated dispatch supervisors, to the Sheriff.

4. **Property Room.**

- a. Parties agree to consolidate the maintenance and storage of evidence and property within their custody to a facility maintained by the Sheriff.
- b. Sheriff agrees to increase current capacity at its property room located at _____ to meet the needs of Parties.
- c. Sheriff agrees to maintain current levels of service, including the ability to contain sensitive property including but not limited to perishable and biological evidence.
- d. Sheriff agrees to ensure that security systems monitoring storage facilities will continue to meet all applicable standards.

5. **Implementation.**

- a. Parties agree to establish an implementation schedule in coordination with the Office of County Administration to fully transition dispatch services and property room consolidation within twelve (12) months from the date of this agreement.
- b. Parties agree to cooperate on resolving any challenges to consolidation, including but not limited to: (1) reallocation of job duties for dispatchers in Constable offices; (2) developing a process for transferring dispatch responsibilities; and (3) ensuring that public perception regarding dispatch times is not affected.
- c. Parties agree to work with the Harris County Office of County Administration to collect data to help facilitate consolidation, including but not limited to: calls for service; number of telecommunication officers; number of telecommunication supervisors; total 911 calls transferred per year over the past three years; incoming non-emergency calls over the past three years; calls for service by nature code over the last three years.

6. **Funding.** Parties agree to work with the Harris County Budget Director to make any budget adjustments or requests necessary to transition services under this MOU.
7. **Amendments.** This MOU may be amended by written agreement of the Parties, including adjustments to the milestone definitions and dates.
8. **Termination.** This MOU may be terminated by agreement of the Parties with thirty (30) days written notice. Notice of any such termination must be sent to all members of the Harris County Commissioners Court.
9. **Entire Agreement.** This MOU contains the entire agreement of the Parties with respect to its subject matter, and it may be modified only by written amendment executed by all Parties. Nothing herein shall be deemed or construed as a modification or waiver of any of the terms and conditions of any of the Leases or any other related agreements among or between any of the Parties.
10. **Multiple Counterparts/Execution.** 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.

[EXECUTION PAGE TO FOLLOW]

Alan Rosen
Harris County Constable, Precinct 1

Date

Jerry Garcia
Harris County Constable, Precinct 2

Date

Sherman Eagleton
Harris County Constable, Precinct 3

Date

Mark Herman
Harris County Constable, Precinct 4

Date

Terry Allbritton
Harris County Constable, Precinct 5

Date

Sylvia Trevino
Harris County Constable, Precinct 6

Date

James "Smokie" Phillips
Harris County Constable, Precinct 7

Date

Phil Sandlin
Harris County Constable, Precinct 8

Date

Ed Gonzalez
Harris County Sheriff

Date

LOCAL GOVERNMENT CODE

TITLE 4. FINANCES

SUBTITLE B. COUNTY FINANCES

CHAPTER 120. ELECTION FOR REDUCTION OF FUNDING OR RESOURCES FOR CERTAIN
PRIMARY LAW ENFORCEMENT AGENCIES

Sec. 120.001. APPLICABILITY. This chapter applies only to a county with a population of more than 1.2 million.

Added by Acts 2021, 87th Leg., R.S., Ch. 201 (S.B. 23), Sec. 1, eff. January 1, 2022.

Amended by:

Acts 2023, 88th Leg., R.S., Ch. 644 (H.B. 4559), Sec. 130, eff. September 1, 2023.

Sec. 120.002. ELECTION REQUIRED. (a) Except as provided by Section 120.003, a county shall hold an election in accordance with this chapter if the county adopts a budget for a fiscal year that, compared to the budget adopted by the county for the preceding fiscal year:

(1) reduces for a law enforcement agency, excluding a 9-1-1 call center, with primary responsibility for policing, criminal investigation, and answering calls for service:

(A) for a fiscal year in which the overall amount of the budget is equal to or greater than the amount for the preceding fiscal year, the appropriation to the agency;

(B) for a fiscal year in which the overall amount of the budget is less than the amount for the preceding fiscal year, the appropriation to the agency as a percentage of the total budget;

(C) as applicable:

(i) if the county has not declined in population since the preceding fiscal year, the number of peace officer positions, excluding detention officer positions; or

(ii) if the county has declined in population since the preceding fiscal year, the number of peace officer positions, excluding detention officer positions, the law enforcement agency is authorized to employ per 1,000 county residents; or

(D) the amount of funding per peace officer for the recruitment and training of new peace officers to fill vacant and new peace officer positions in the agency; or

(2) reallocates funding or resources to another law enforcement agency.

(b) A county may not implement a proposed reduction or reallocation described by Subsection (a) until the county receives voter approval for the proposed reduction or reallocation at an election held for that purpose. The county may, at any time, order the election to be held on the 30th day after the date the county orders the election. Section 41.001, Election Code, does not apply to an election under this subsection.

(c) For purposes of this section, a county budget does not include:

(1) a one-time extraordinary expense, as determined by the comptroller, that is outside the normal costs of operating a law enforcement agency, including purchasing a fleet of law enforcement vehicles or constructing an additional training academy;

(2) revenues used to repay voter-approved bonded indebtedness incurred for a law enforcement purpose;

(3) detention officer compensation; or

(4) a donation or state or federal grant to the county's law enforcement agency.

Added by Acts 2021, 87th Leg., R.S., Ch. 201 (S.B. 23), Sec. 1, eff. January 1, 2022.

Sec. 120.003. DISASTER EXCEPTION. Section 120.002 does not apply to a county budget adopted for a fiscal year in which, or the two fiscal years following the fiscal year in which, a significant budget reduction from the preceding fiscal year was caused by a disaster, including a tornado, hurricane, flood, wildfire, or other calamity, but not including a drought, epidemic, or pandemic, in an area of the county that was the subject of a disaster declaration by the governor under Chapter 418, Government Code, or by the president of the United States.

Added by Acts 2021, 87th Leg., R.S., Ch. 201 (S.B. 23), Sec. 1, eff. January 1, 2022.

Sec. 120.004. BALLOT PROPOSITION REQUIREMENTS. A county holding an election under this chapter shall ensure that the ballot proposition for the election includes, as applicable:

(1) a detailed explanation of each proposed reduction;

- (2) the amount of each proposed reduction;
- (3) the recipient of reallocated funding or resources;
- (4) the impact on the local tax rate, if any; and
- (5) the expected length of time that the proposed reduction or reallocation will remain in effect.

Added by Acts 2021, 87th Leg., R.S., Ch. 201 (S.B. 23), Sec. 1, eff. January 1, 2022.

Sec. 120.005. USE OF PUBLIC MONEY FOR CAMPAIGN PROHIBITED. A county holding an election under this chapter may not use public money on promotional campaigns or advocacy related to the proposed reduction or reallocation. This section may not be construed to prevent a county official or employee from communicating factual information about a proposed budget or the reasoning behind a proposed budget to the voters in the county.

Added by Acts 2021, 87th Leg., R.S., Ch. 201 (S.B. 23), Sec. 1, eff. January 1, 2022.

Sec. 120.006. COMPLAINT. (a) A person who believes that a county has implemented a proposed reduction or reallocation described by Section 120.002(a) without the required voter approval and who resides in the county may file a complaint with the criminal justice division of the office of the governor.

(b) The criminal justice division of the office of the governor shall determine whether a complaint filed under Subsection (a) is potentially valid or frivolous or false.

(c) The criminal justice division of the office of the governor shall provide written notice of a potentially valid complaint filed under Subsection (a) to the county that is the subject of the complaint. The division shall provide the county an opportunity to correct the action that is the subject of the complaint before referring the complaint to the comptroller.

Added by Acts 2021, 87th Leg., R.S., Ch. 201 (S.B. 23), Sec. 1, eff. January 1, 2022.

Sec. 120.007. COMPTROLLER INVESTIGATION; TAX RATE LIMITATION. (a) On request by the criminal justice division of the office of the governor, the comptroller shall determine whether a county has implemented a proposed

reduction or reallocation described by Section 120.002(a) without the required voter approval. The comptroller shall issue a written determination to the governor, lieutenant governor, speaker of the house of representatives, and governing body of the county.

(b) The comptroller may require a county to submit information for the current or preceding fiscal year to assist the comptroller's investigation under this section.

(c) Notwithstanding any other law, if the comptroller determines that a county implemented a proposed reduction or reallocation described by Section 120.002(a) without the required voter approval, the county may not adopt an ad valorem tax rate that exceeds the county's no-new-revenue tax rate until the earlier of:

(1) the date the comptroller issues a written determination that the county has, as applicable:

- (A) reversed each funding reduction, adjusted for inflation, and personnel reduction that was a subject of the determination; or
- (B) restored all reallocated funding and resources that were subjects of the determination to the original law enforcement agency; or

(2) the date on which each reduction and reallocation that was a subject of the determination has been approved in an election held in accordance with this chapter.

(d) For purposes of making the calculation required under Section 26.013, Tax Code, in a tax year the comptroller determines that a county implemented a proposed reduction or reallocation described by Section 120.002(a) without the required voter approval, the difference between the actual tax rate and voter-approval tax rate is considered to be zero.

Added by Acts 2021, 87th Leg., R.S., Ch. 201 (S.B. 23), Sec. 1, eff. January 1, 2022.