

Police Services Agreement (HPD Officers)

This Agreement is entered into between the University of Houston-Downtown through its Police Department ("University") and _____ ("Officer") for the purpose of retaining third party police security services for University.

1. **STATEMENT OF SERVICES:** Police services for traffic and crowd management during various events held at University, including both University-affiliated and non-University-affiliated events.
2. **COMPENSATION:** University shall compensate Officer over the term of this Agreement in a cumulative amount not to exceed \$_____, in accordance with the following hourly rates:
 - a) Officer Position \$_____ per hour
 - b) Supervisory Position \$_____ per hour
 - c) Manager Position \$_____ per hour
 - d) Horse Mounted Position \$_____ per hour
 - e) Additional hours for total hours worked will be added for Bicycle or ATV equipment used.

Compensation is subject to approved authorization and orders for police services being issued by University and time and services being approved by proper police department personnel.

3. **TERMS OF THE AGREEMENT:**
 - a. Specific services and dates and scheduling will be coordinated between persons assigned by the University to manage this Agreement and the Officer.
 - b. Services are to begin on _____ and will terminate on _____.
 - c. All applicable laws, regulations, and University (including Police Department) policies and procedures relative to conduct on University premises shall govern the services provided under this Agreement.
 - d. This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Harris County, Texas.
 - e. Officer certifies that he/she is not currently employed by the University of Houston or any component of the University of Houston System.
 - f. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understandings or agreements and may only be amended in writing. It is not assignable.
 - g. University or Officer can terminate this Agreement in writing at any time with _____ days notice. University shall only be liable for payment of services and expenses incurred prior to termination.
 - h. Officer certifies that he/she is a Police Officer fully licensed and in good standing with the appropriate state governing bodies, including his/her principal employer.
 - i. In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Officer certifies that it is not ineligible to receive this Agreement and payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment if this certification is or becomes inaccurate. Officer acknowledges that, in accordance with Section 403.055 of the Texas Government Code, as applicable, if the Texas Comptroller of Public Accounts is currently prohibited from issuing a warrant to Officer, Officer agrees

that payments under this Agreement will be applied to the debt or delinquent taxes owed to the State of Texas until the debt or delinquent taxes are paid in full.

- j. Officer is an independent contractor and not an agent or employee of University.
4. **AUDIT:** Execution of this Agreement constitutes Officer's acceptance of the authority of University, the Texas State Auditor and/or their designated representative (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Officer agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.
5. **ALTERNATIVE DISPUTE RESOLUTION:** To the extent Chapter 2260 of the Texas Government Code is applicable to this Agreement and not preempted by other law, the dispute resolution process provided by Chapter 2260 and the rules adopted by the Texas Attorney General will be used by the Parties to attempt to resolve any claim for breach of contract made by Officer against University that cannot be resolved in the ordinary course of business.

UNIVERSITY OF HOUSTON-DOWNTOWN

OFFICER

Signature _____ Date _____
Name: _____
Title: _____

Signature _____ Date _____
Name: _____
Title: _____

Signature _____ Date _____
Name: _____
Title: _____

Business: _____

Address: _____

Dept. Address: _____

Attn: _____

Note: Modification of this Form requires approval of OGC