

UNIVERSITY of HOUSTON



Police Services Agreement

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

1. **STATEMENT OF SERVICES:** (attach detailed Authorization and Order for Police Services describing the University event and specific services needed)
2. **COMPENSATION:** University shall compensate Officer in the cumulative amount over the term of this agreement of not to exceed \$ _____, subject to approved authorization and orders for police services being issued by University and time and service being approved by proper police department personnel.
3. **TERMS OF THE AGREEMENT:**
 - a. Services are to begin on _____ and will terminate on _____.
 - b. All applicable laws, regulations, and University of Houston (including Police Department) policies and procedures relative to conduct on University premises shall govern the services provided under this Agreement.
 - c. Officer agrees to indemnify and hold harmless University from any claim, damage, liability, injury, expense, or loss arising out of his/her performance 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. Under section 231.006 of the Family Code, Officer certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments under this contract and that this contract may be terminated and payment may be withheld if this certification is inaccurate.
 - j. Officer is an independent contractor and not an agent or employee of University.
4. **ALTERNATIVE DISPUTE RESOLUTION:**
 - a. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by University and Officer to attempt to resolve any claim for breach of Contract made by Officer:
 - (1) An Officer’s claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Officer shall submit written notice, as required by subchapter B, to [for the System, the Chancellor; for component institutions, the President] or

his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of University and Officer other wise entitled to notice under the Parties' Contract. Compliance by Officer with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

- (2) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Officer's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
 - (3) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by University nor any other conduct of any representative of University relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- b. The submission, processing and resolution of Officer's claim is governed by the published rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Part 3 Chapter 68.
 - c. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by Officer, in whole or in part.

UNIVERSITY OF HOUSTON

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

UNIVERSITY of HOUSTON



Police Services Agreement

AUTHORIZATION AND ORDER FOR POLICE SERVICES (AOPS)

Officer Name: _____	Contract Number: K-_____
Event: _____	Date of Contract: _____
Event Location: _____	Contract Amount to Date: \$ _____
	Officer's Hourly Rate: \$ _____
	Hours worked: _____
AOPS Number: _____	Total for this order: _____
Date: _____	Adjusted Contract Amount: \$ _____

You are directed to perform the services as described below in accordance with and under the terms and conditions of the Police Services Agreement between University and Officer.

Services Ordered:

Performance Dates:

Place and Location of Services:

Officer shall complete the services for the not-to-exceed sum amount of \$_____ in accordance with the above hourly rate. Officer shall in no case exceed this amount without subsequent written approval from University.

APPROVED BY:

OFFICER

Signature Date
Malcolm C. Davis
Chief of Police, University of Houston

Signature Date
Name: _____
Title: _____

RECOMMENDED BY:

Signature Date
Name: _____
Title: _____

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