

**MEMORANDUM OF UNDERSTANDING REGARDING**

**COMPENSATION OF PRECINCT ONE (1) RESERVE DEPUTY CONSTABLE**

This Memorandum of Understanding ("MOU") is made and entered into by Polk County, Texas, by and through its duly elected and empowered Commissioners Court ("the County"), and the Precinct One (1) Constable's Office of Polk County, Texas, acting by and through Scott Hughes, the duly elected Constable thereof. Collectively, Polk County and the Precinct One (1) Constable's Office of Polk County may be referred to as the "Parties".

**PREMISES**

**WHEREAS**, Memorandums of Understanding are entered into by and between two parties for the purpose of outlining the obligations of each party related to a specific situation, including the performance of governmental functions and services;

**WHEREAS**, Pursuant to section 86.012 of the Local Government Code, the County has, through its Commissioners Court, authorized each Constable to appoint reserve deputy Constables, who are unpaid and covered under a blanket bond for each Constable's office.

**WHEREAS**, the Precinct One (1) Constable's Office has been appointed one or more reserve deputy constable(s) pursuant to the above-referenced statutory scheme in order to assist the Constable in providing various services to the citizens of Polk County, Texas, including, but not limited to, law enforcement services;

**WHEREAS**, with the approval of Precinct One (1) Constable Scott Hughes, Polk County Precinct One (1) Reserve Deputy Constable Mitch Newman, along with Constable Scott Hughes, have been participating members of the South East Texas Export Investigation Group (SETEIG), whose primary function is the detection and prevention of money laundering and fraud.

**WHEREAS**, participation in SETEIG has resulted, and is anticipated to result, in significant monetary contraband being seized by the Polk County Precinct One (1) Constable's Office and forfeited and distributed pursuant to chapter 59, Texas Code of Criminal Procedure and other relevant statutes, regulations and agreements;

**WHEREAS**, the Precinct One (1) Constable's Office desires to compensate reserve deputy Constable Mitch Newman from the aforementioned seized funds;

**WHEREAS**, chapter 59 of the Texas Code of Criminal Procedure authorizes the funding for law enforcement activities from money seized under that chapter as long as the approval of the Commissioners Court is obtained;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

1. Pursuant to this MOU, any law enforcement officer(s) reimbursed hereunder are first and foremost law enforcement officer(s) for the citizens of Polk County, Texas. The reserve

deputy Constable shall be responsible for carrying out the duties and responsibilities of a law enforcement officer, and shall remain at all times under the control, through the established chain of command, of the Polk County Precinct One (1) Constable.

2. By agreeing hereto, the Commissioners Court of Polk County, Texas is expressly authorizing the Precinct One (1) Constable's Office to reimburse Reserve Deputy Constable Mitch Newman for patrolling Polk County Precinct One (1), pursuant to the terms of this MOU.
3. The Precinct One (1) Constable's Office hereby agrees to reimburse this aforementioned single Reserve Deputy Constable solely out of the funds previously legally seized and forfeited pursuant to chapter 59 of the Texas Code of Criminal Procedure and any relevant state and/or federal statutes and/or regulations, and any funds seized and forfeited in the future pursuant to the aforementioned laws and regulations. This reimbursement shall be funded starting December 19, 2022 and shall continue so long as funding is available from Constable Precinct One (1) seized funds and the Polk County Commissioners Court has approved the use of the funds for this purpose.
4. Reimbursement to the Precinct One (1) Reserve Deputy Constable is hereby authorized by the Court to be made, solely from the funds specified herein, as follows:
  - A. Not to exceed an hourly rate of Twenty dollars (\$30.00);
  - B. Will work a maximum of 32 hours per week.
5. If any portion of this MOU shall be deemed void or invalid, the remaining portions of the MOU shall continue in full force and effect.
6. This MOU represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This MOU may not be modified, altered, changed, or amended, except by written agreement of the Parties.
7. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Polk County, Texas unless otherwise mandated by law.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 13<sup>th</sup> day of December 2022.

POLK COUNTY, TEXAS

By

  
Hon. Sydney Murphy, County Judge, Polk County, Texas

POLK COUNTY PRECINCT ONE (1) CONSTABLE'S OFFICE

By

  
Hon. Scott Hughes, Constable, Precinct One (1), Polk County, Texas