

#3 9239

**Consent-County Attorney
Precinct 3**

Commissioners Court-Regular Meeting

TO: Montgomery County Commissioners Court

FROM: BD Griffin, County Attorney

DATE: 01/12/2021

SUBJECT: Accept and record fully executed Interlocal Cooperation Agreement between Montgomery County, Texas and The Woodlands Township for Supplemental Law Enforcement Services.

Attachments

Supplemental

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN MONTGOMERY COUNTY, TEXAS AND THE WOODLANDS TOWNSHIP FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between Montgomery County ("County"), a political subdivision of the State of Texas, authorized to provide law enforcement services, acting by and through its Commissioners Court, and The Woodlands Township ("Township"), a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature Regular Session, 1993, as amended ("Township"), acting by and through its Board of Directors ("Board"). The County and the Township are hereinafter collectively called the "Parties." This Agreement is effective January 1, 2021 (the "Effective Date").

WITNESSETH

WHEREAS, the Township is a Special Purpose district, which is organized and exists for those statutory purposes as provided in its Enabling Legislation which include improving, enhancing, supplementing and supporting public safety and security and law enforcement within the Township; and

WHEREAS, this agreement for supplemental law enforcement services specifically provides for County law enforcement service costs which will be funded directly by the Township as enhanced services; and

WHEREAS, law enforcement services in The Woodlands are currently provided through a community policing program which consists of seven neighborhood policing zones and one tourism community policing zone in the Town Center; and

WHEREAS, the Township desires to have the Sheriff of Montgomery County, Texas ("Sheriff") authorize and direct full time commissioned County law enforcement personnel as defined in Exhibit B attached; and

WHEREAS, the listing of County law enforcement personnel included in Exhibit B reflects personnel by job class (but does not bind specific employees) assigned pursuant to this Agreement and associated annual budget costs of such personnel; and

WHEREAS, the County law enforcement personnel (assigned pursuant to this Agreement from time to time) Working Time (as provided in Article 1) will be dedicated to patrolling the geographical limits of the Township ("Area"), as defined in Exhibit A attached; and

WHEREAS, the Township, in accordance with its enabling Legislation, seeks, via this Agreement, to supplement and not supplant law enforcement services which County is statutorily required to provide, such that the services described herein are in addition to and not in lieu of those which County would otherwise customarily provide in its unincorporated areas absent this Agreement;

NOW THEREFORE, in consideration of their mutual covenants and agreements, the Parties agree as follows:

ARTICLE 1.

The County agrees to authorize the Sheriff to appoint County commissioned personnel to perform the law enforcement services desired by the Township pursuant to this Agreement ("County Commissioned Personnel"), such that the Sheriff will assign full-time County Commissioned Personnel to provide the specified services within the Area. For the calendar year 2021, the Sheriff will assign ninety-two (92) County Commissioned Personnel.

As used herein, the phrase "Working Time" means the usual or normal hours that the County Commissioned Personnel are required to work in any week, exclusive of any extra or overtime worked in the Area, as follows:

- a. While on duty within the Area;
- b. Whenever subpoenaed or otherwise required by the prosecutor to appear in court for cases arising out of events occurring within the Area;
- c. The time the personnel spend preparing reports and documents regarding the events occurring in the Area;
- d. Time spent transporting persons arrested in the Area to jail or to the magistrate;
- e. Time spent investigating crimes or possible crimes committed in the Area;
- f. Time for which the County Commissioned Personnel are on vacation, holiday, compensatory time off, and sick leave. The items listed above are explanatory, and the meaning of "Working Time" is not limited to the descriptions listed.
- g. Notwithstanding the above, should any County Commissioned Personnel require a six month extended absence or greater, the County and Sheriff agree to replace that County Commissioned Personnel with one who is available to work, without regard to the reason for the extended absence.

As used herein, the phrase "Law Enforcement Services" shall include, but is not limited to the following activities during the County Commissioned Personnel's Working Time:

- a. Enforcing the laws of the State of Texas, any county order or ordinance and Township Board Order or Park Rule enforceable by criminal penalty;
- b. Provision of written reports on the first of the month which shall, at a minimum, include those items listed in Article 4;
- c. Attendance at Township Board meetings and additional attendance by the Sheriff's Office liaison when the Sheriff's Office is on the meeting agenda;
- d. Attendance by the commissioned personnel at major community functions within the Area scheduled in advance by the Township;
- e. Participation by the commissioned personnel in National Night Out events within the Area;
- f. Community policing, to include tourism-oriented policing in the Town Center and other similar commercial areas along I-45 by zone within the area; and
- g. Providing supplemental Mutual Aid, as may be needed.

It is the intent of the Parties that the above activities be performed using regularly scheduled hours of County Commissioned Personnel; however, the activities in items c., d., and e. in the above definition of Law Enforcement Services may be allocated to overtime if the County Commissioned Personnel required for same have exceeded their normal Working Time at the time such activities are necessary.

The County Commissioned Personnel shall not respond to routine calls outside the Area and shall only patrol the Area as defined in Exhibit A except in the event of an emergency or when an assigned deputy is working with a Deputy Trainee. The Township understands and agrees that the County Commissioned Personnel have jurisdiction throughout Montgomery County, Texas and accordingly, the assigned deputy and his or her equipment remain and are subject to call for duty in any area of Montgomery County, Texas when, at the sole independent discretion of the Sheriff, extraordinary circumstances arise and the services of the assigned County Commissioned Personnel and their assigned equipment are needed to enforce law and order in any area under the Sheriff's jurisdiction; normally however, absent such extraordinary circumstances, or when a contract deputy is working with a Deputy Trainee, the commissioned personnel assigned to the Township will patrol only the Area.

Nothing herein shall be deemed or construed to alter or diminish the current or planned level of commitment by the County or the Sheriff to the provision of law enforcement services within the Township or the Area. The County and the Township acknowledge and agree that the additional law enforcement services to be provided to the Township are intended to supplement and not replace law enforcement services which the County would otherwise provide in unincorporated areas.

Exclusive of the County Commissioned Personnel, the County authorizes and funds administrative and other law enforcement positions assigned to the Montgomery County Sheriff's District 6, The Woodlands Operations ("Direct Law Enforcement Personnel"). For the calendar year 2021, the Direct Law Enforcement Personnel consist of 19 positions and are described on

Exhibit C to this Agreement. Sheriff or his designee will provide a listing of the Direct Law Enforcement Personnel positions that will be included in The Woodlands Township Division ("Exhibit C"), which may be changed from time-to-time without amending the Agreement. Sheriff or his designee will provide written notice of any major changes as soon as practical and not less than sixty (60) days prior to any annual renewal

ARTICLE 2.

Costs and Number of County Commissioned Personnel

For each year of this Agreement, the County will furnish the Township a salary structure for the County Commissioned Personnel. The Township will be responsible for and agrees to pay County a sum of money, to be known as "Salary and Compensation Cost", which sum the Parties deem as the cost of providing the County Commissioned Personnel for the supplemental Law Enforcement Services within the Township. The Salary and Compensation Costs for the calendar year 2021 are for ninety-two (92) County Commissioned Personnel and are shown on Exhibit B of this Agreement. Changes to Exhibit B will be the subject of an annual Township pre-budget review so that the number and costs of the County Commissioned Personnel may be fixed and provided for in the Township budget. The Township may, with the agreement of the Sheriff, by the provision of 30 days' written notice, increase the number of County Commissioned Personnel to be provided pursuant to this Agreement, subject to Article 5. The Salary and Compensation Cost for such County Commissioned Personnel shall be consistent with County-adopted rates throughout the term of the Agreement, including the following:

- a. The base salary of each County Commissioned Personnel as set by the County (including certificate, STEP and longevity pay); in the County's sole discretion. The cost of any overtime incurred will be paid as agreed between the MCSO and the Township, up to the authorized OT budget.
- b. FICA at the applicable rate, currently 7.65% of gross salary, on each County Commissioned Personnel, regardless of commission;
- c. Retirement benefits which are currently 12.27% of gross salary on each County Commissioned Personnel, but subject to annual modification as approved by the Montgomery County Commissioners Court during the term of this Agreement;
- d. Medical, life, and worker's compensation insurance premium on each County Commissioned Personnel, plus an unemployment compensation fee, currently \$207 per County employee per year, but subject to annual modification as approved by the Montgomery County Commissioners Court during the term of this Agreement;
- e. Cost of changes to the listed benefits paid and granted to County Commissioned Personnel which may be adopted by County during the term of this Agreement;

- f. Five percent (5%) of the total amounts listed in Article 2b (FICA), 2c (retirement benefits), 2d (medical, life, and workers' compensation insurance premiums), and 2e (increases to such benefits) above for costs relative to the administration of this Agreement.

The County shall provide notice of any changes in County-approved rates, benefit recalculations, premium recalculations or other costs which the Township has agreed to pay pursuant to this Agreement within twenty days of such modification. The Township shall pay the Salary and Compensation Costs monthly in response to monthly invoices from the County. The Township agrees to pay not more than \$1,099,600 for overtime programs during 2021 (January - December), during the term of this Agreement. The total amount shall not exceed \$9,375,698 for the 2021 calendar year, inclusive of overtime programs. The Parties intend that primary use of overtime will be for special events or other occasions for which the Township requests additional law enforcement presence. The Township certifies that all payments under this Agreement shall be made from current budget funds lawfully available for such purpose.

Article 3.

Patrol Vehicles and Equipment

The County and the Sheriff shall, at Township's sole expense, purchase and equip a new patrol vehicle for use by any County Commissioned Personnel that may be assigned hereafter, and the new patrol vehicles shall be operated and maintained by the Sheriff in the manner customary for such vehicles used by law enforcement agencies. Vehicles purchased under previous agreements between the Parties related to this subject matter shall suffice if they are still in good condition for law enforcement purposes.

The Parties acknowledge and agree that when the County and Sheriff determine that based upon the number of personnel assigned to patrol within the Area and optimum use of patrol vehicles within the Area, an additional or replacement patrol vehicle is needed, then County shall give written notice to the Township, and, based on Township budget approval, the Township shall advance funds for the purchase or lease and equipping of a new vehicle and the County and Sheriff shall immediately purchase and equip a new patrol vehicle for use by personnel patrolling within the Area. The vehicle shall be marked in the manner customary for the Sheriff's office.

The Parties acknowledge that payment for a new patrol vehicle may occur pursuant to a purchase or lease agreement, as determined by the County. The Township agrees to pay the County acquisition costs as provided below, but not to exceed \$718,432 for all vehicles during the 2021 contract period. The County further agrees that all such patrol vehicles used to provide supplemental law enforcement services pursuant to this agreement shall continue to be designated with The Woodlands branding. At the time of purchasing and equipping new patrol vehicles for which the acquisition cost is funded by the Township hereunder, the County shall provide the

Township with documentation of the vehicle make, model, VIN number, and purchase or lease cost.

The Township shall provide up to \$291,200 in fuel on an in-kind basis for such vehicles in any calendar year. Fuel shall be provided by the Township from its fuel depot located on Millennium Forest Drive or such other location as is determined by the parties. Should the County obtain fuel for such vehicles from sources other than the Township, the Township will reimburse the County for such fuels costs, provided, however, the sum of such fuel costs and the Township's actual cost of fuel provided on an in-kind basis shall not exceed \$291,200 within any calendar year. The parties shall mutually agree to additional funding should fuel and fuel costs exceed the budgeted amount.

The County shall provide maintenance services at the County's cost for the patrol vehicles. It is expressly understood that said vehicles and equipment become the property of the County and subject to State law regarding disposal of County property. It is further understood that the amount due to be paid to the County by the Township for the purchase of such vehicles and equipment shall be the difference between the purchase of such vehicles and equipment and any trade-in value, insurance recovery or other value received by the County in the disposal of damaged or worn-out vehicles or equipment, if any, being replaced. At the time of disposition of each such vehicle, the County shall provide the Township with documentation of the make, model, and VIN of the vehicle being disposed, and the trade-in value, salvage value, insurance recovery or other value received therefor.

The County further agrees to provide uniforms and equipment for all County Commissioned Personnel assigned under this Agreement, said uniforms to be supplied by a distributor designated by the Sheriff.

Article 4.

It is expressly understood and agreed that any County Commissioned Personnel appointed by the Sheriff to provide services within the Area shall be subject to the control and supervision of the Sheriff to the same extent as other MSCO personnel, and that such personnel shall have only the duties and obligations which the Sheriff's deputies and personnel have to the general public. There are no third party beneficiaries to this Agreement.

Township will provide a copy of the boundary map of the Area (Exhibit A) to the County pursuant this Agreement. Such map will clearly mark all Township-owned properties and other property to be served by this contract. If the Township changes its boundaries or acquires more Township-owned property, the Township will provide revised maps as soon as practicable.

The planning, organization, scheduling, direction, and supervision of Sheriff's Office personnel shall be determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of the personnel assigned to patrol the Township Area.

The Sheriff shall give prompt consideration to all requests by the Township regarding County supplemental law enforcement services, including any requested overtime and shall make every effort to comply with those requests where such requests are consistent with good law enforcement practices. The Sheriff agrees to facilitate good communication by providing Township staff with timely notification of proposed overtime scheduling changes for such County Commissioned Personnel, based on either proposed changes to the 29 U.S.C. § 207(k) or "7(k)" work period or changes to the length of a workday shift.

Reports to the Township Board of Directors shall include data specific to the Montgomery County Sheriff's Office that allows the Township staff to continue to compile the Law Enforcement Services report and shall at a minimum include the following:

- a. Significant events and all arrests that occur within the Township;
- b. Trouble spots and crime analysis;
- c. Traffic trouble spots;
- d. Criminal mischief;
- e. Traffic contact; and
- f. Other information the Sheriff deems important or at the request of the Township Board of Directors.

The Township and the County shall maximize the taxpayers' resources by sharing certain available resources, to include use of the Township's Town Hall for sheriff-assigned personnel performing supervisory or Crime Prevention Unit Specialist work funded in whole or in part by this Agreement. The Parties intend to provide Montgomery County Sheriff's Office personnel performing as Crime Prevention Unit Specialists or performing supervisory work at the Captain level the use of a total of 520 square feet of office space and shared conference room space within Town Hall at no cost. This arrangement shall be construed as broadly as practicable so as to provide the widest possible range of cooperation and mutual benefit.

Article 5.

Notices and Miscellaneous Administrative Provisions

Amendment/Modification/Termination. The Parties agree that this Agreement may not be terminated, except by

1. Mutual written agreement of the Parties, or

2. Either Party giving the other Party at least one hundred eighty (180) days' advance written notice of its intention to terminate the Agreement as of the end of the Agreement's term. Notwithstanding the one hundred eighty days advance notice, should either Party terminate this Agreement pursuant to this subsection, the period or term of this Agreement must be terminated so as to coincide with the last day of a calendar month.

3. With or without notice, by County at any time after Township has defaulted in the payment of any obligation hereunder, and the Township has failed to cure such default within ninety (90) days after receipt of notice of default from the County. Should Township at any time be in default hereunder, it agrees to pay for County's expenses incurred in collecting past due amounts, including but not limited to reasonable attorney's fees and costs. Further, Township agrees to pay ten percent (10%) interest per annum on all past due amounts. The amount of expenses incurred, and interest accrued, if any, shall be deemed to be in addition to any monies due for the contractual cost of law enforcement services rendered pursuant to this Agreement.

B. Notices. Any notice required to be given hereunder shall be delivered to:

1. Montgomery County: Montgomery County Sheriff's Office
 #1 Criminal Justice Drive
 Conroe, Texas, 77301;

with copies to:

Montgomery County Judge
501 N. Thompson Suite 401
Conroe, Texas, 77301

and to

Montgomery County Attorney
501 N. Thompson, Suite 300
Conroe, Texas, 77301;

Rand Henderson
Montgomery County Sheriff
1 Criminal Justice Drive
Conroe, Texas 77301

2. Township: President/General Manager
 2801 Technology Forest Blvd.

The Woodlands, TX 77381

with copies to:

Township Board Chairman
2801 Technology Forest Blvd.
The Woodlands, TX 77381

and to

Township Attorney
2801 Technology Forest Blvd.
The Woodlands, TX 77381

Required notices shall be hand-delivered or sent by certified mail return receipt requested. Delivery by the latter is effective upon the date of mailing.

C. This Agreement is to commence January 1, 2021 and shall continue in effect through December 31, 2021. Thereafter, unless terminated in accordance with Article 5, Section A above, this Agreement will automatically renew for successive one-year terms, not to exceed four such renewal terms or otherwise extend beyond December 31, 2025.

D. The terms and provisions of this Agreement constitute the entire agreement between the County and the Township as to the subject matter hereof, and the Parties acknowledge that certain Interlocal Cooperation Agreement for Law Enforcement Services in the Event of Municipal Incorporation relative to the continued provision of certain of the services set forth herein in the event of incorporation of Area. The obligations of the Township to make payments to the County pursuant to this Agreement are subject to appropriation on an annual basis. The Township may therefore alter the funds appropriated and any service required under this Agreement at its discretion as part of its annual budget approval process. The alteration of funding does not require any formal amendment of this agreement but shall be evidenced by a revised budget approval by the Township, and the Township's President/General Manager shall administratively affix each such annual budget approval to this Agreement. No other modification of this Agreement shall be effective unless in writing, signed by both Parties. The County may terminate this Agreement effective upon the last day before the Township fiscal year in which the Township's obligations are not funded upon thirty (30) days' notice if the Township does not appropriate the funds necessary to pay its obligations under this Agreement.

E. This Agreement shall be governed by the laws of the State of Texas. Venue for any claims out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. If any provision of this Agreement shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Agreement, which shall remain in full force and effect.

[Signatures on pages following]

Executed on the respective dates shown below to be effective upon the Effective Date.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Date: 12-15, 2020.

THE WOODLANDS TOWNSHIP

By: 
GORBY BUNCH, CHAIRMAN

Date: 12/19, 2020.

APPROVED:



RAND HENDERSON,
MONTGOMERY COUNTY SHERIFF

Exhibit "A"

Geographical Limits of The Woodlands Township

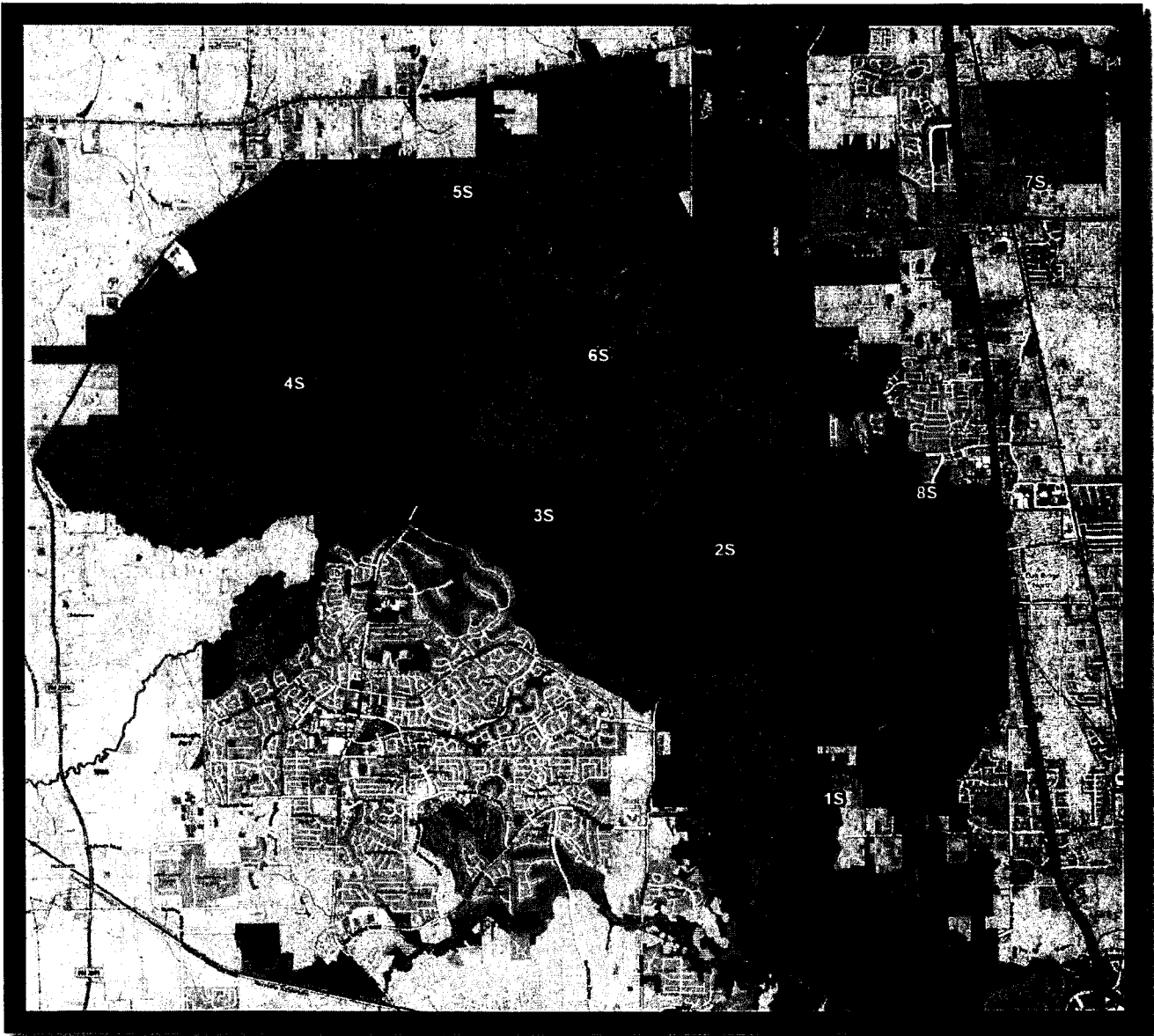


EXHIBIT "C"

Direct Personnel

DEPT.	CLASS	POS	Rank	SALARY	FICA 7.65%	INSUARANCE \$12,643.00	RETIREMENT 12.27%	TWC \$207.00	TOTAL BENEFITS	ADMIN FEE 5%	TOTAL SALARY + BENEFITS	
1	5601	8015	2	Captain	124,985.38	9,561.38	12,643.00	15,335.71	207.00	37,747.09	-	162,732.47
2	5601214	6020	1	Lieutenant	101,787.92	7,786.78	12,643.00	12,489.38	207.00	33,126.15	-	134,914.07
3	5601214	6020	2	Lieutenant	101,975.12	7,801.10	12,643.00	12,512.35	207.00	33,163.44	-	135,138.56
4	5601214	6005	1	Sergeant	89,752.00	6,866.03	12,643.00	11,012.57	207.00	30,728.60	-	120,480.60
5	5601214	6005	2	Sergeant	89,003.20	6,808.74	12,643.00	10,920.69	207.00	30,579.44	-	119,582.64
6	5601214	6005	3	Sergeant	89,252.80	6,827.84	12,643.00	10,951.32	207.00	30,629.16	-	119,881.96
7	5601214	6005	4	Sergeant	89,627.20	6,856.48	12,643.00	10,997.26	207.00	30,703.74	-	120,330.94
8	5601214	6005	5	Sergeant	80,350.40	6,146.81	12,643.00	9,858.99	207.00	28,855.80	-	109,206.20
9	5601214	6005	6	Sergeant	89,003.20	6,808.74	12,643.00	10,920.69	207.00	30,579.44	-	119,582.64
10	5601214	6005	7	Sergeant	89,252.80	6,827.84	12,643.00	10,951.32	207.00	30,629.16	-	119,881.96
11	5601214	6005	8	Sergeant	81,244.80	6,215.23	12,643.00	9,968.74	207.00	29,033.96	-	110,278.76
12	5601214	6005	9	Sergeant	89,502.40	6,846.93	12,643.00	10,981.94	207.00	30,678.88	-	120,181.28
13	5601214	6005	10	Sergeant	89,564.80	6,851.71	12,643.00	10,989.60	207.00	30,691.31	-	120,256.11
14	5601214	6005	11	Sergeant	89,939.20	6,880.35	12,643.00	11,035.54	207.00	30,765.89	-	120,705.09
15	5601214	6005	12	Sergeant	89,876.80	6,875.58	12,643.00	11,027.88	207.00	30,753.46	-	120,630.26
16	5601214	6005	13	Sergeant	89,315.20	6,832.61	12,643.00	10,958.98	207.00	30,641.59	-	119,956.79
17	5601214	4213	1	Administrative Assistant	47,236.80	3,613.62	12,643.00	5,795.96	207.00	22,259.57	-	69,496.37
18	5601214	4213	2	Administrative Assistant	41,600.00	3,182.40	12,643.00	5,104.32	207.00	21,136.72	-	62,736.72
19	5601214	4213	3	Administrative Assistant	41,600.00	3,182.40	12,643.00	5,104.32	207.00	21,136.72	-	62,736.72