



I.

The County agrees to appropriate the necessary funds to enable the Montgomery County Sheriff to appoint forty-four (44) deputies and two (2) civilian jailers, beginning January 1, 2010, who shall each work forty (40) hours per week within the Township (the "Patrol Area"). Subject to II. C) below, deputies and civilian jailers may be called upon to work overtime hours as requested by the Township. Upon written request by the Township, additional deputies may be appointed by the Sheriff to serve in the Patrol Area within 60 days of receipt of said notification. All deputies appointed hereunder shall be certified peace officers as required by law.

II.

Upon being furnished a salary structure, the Township shall pay to the County a sum of money known as the "total payroll amount due," said sum to be equal to the actual base salaries and any applicable overtime of forty-four (44) deputies, which includes one (1) captain, one (1) lieutenant, two (2) sergeants, one (1) corporal, thirty nine (39) deputies, and two (2) civilian jailers, deployed pursuant to this Agreement, plus the following amounts:

- a. FICA at the applicable rate, which at this time is 7.65% of gross salary on each employee;
  - b. Retirement benefits, which at this time are equal to 9.69% of gross salary on each employee;
  - c. Medical, life, and workman's compensation insurance premiums and state unemployment benefits premium on each employee;
  - d. Cost of any other benefits paid or granted to employees which may be adopted by the County at a later date; and
  - e. Five (5%) percent of the total of the amounts listed in a. - d. above for costs relative to the administration of this Agreement.
- A) Payments for all actual expenses shall be paid as calculated according to the above formula. These funds will be paid semi-monthly by the Township upon being invoiced by the Sheriff.
- B) Insurance benefits which are payable in a lump sum by the County shall be payable in a lump sum by the Township to the County as they become due and upon invoicing by the County to the Township. Overages and underages of payment by the Township to the County shall be adjusted upon a ten-day notification by the County Auditor.
- C) Any necessary overtime incurred during the "normal course of business" will no longer be calculated as compensatory time, but must be paid by the Township pursuant to County policy guidelines during the pay period in which it is incurred.
- D) The Township has authorized \$272,288 for overtime programs specifically defined by the Township and approved by the Montgomery County Sheriff.

*Arnie Kemp* Deputy  
11.19.09

The Township will pay no more than said amount for the calendar year 2010, including benefits and any other applicable fees, and excluding insurance benefits previously paid for the pay period. For purposes of the Agreement only, and as an exception to the County's standard overtime computation policy, overtime computation shall include, for purposes of this Agreement only, all paid leave time during the computation period. Specifically defined Township overtime programs will be invoiced separately to the Township.

III.

EQUIPMENT

The Township agrees to provide funds for equipment for deputies appointed pursuant to this Agreement, such items to be commensurate in quality and quantity with those used throughout the Sheriff's Department, including:

A. VEHICLES

1. The Township agrees to reimburse the County for the purchase of twelve (12) fully equipped, four-door patrol vehicles conforming to Departmental specifications as to wheelbase, engine C.I.D. and other needed equipment as deemed necessary and of departmental color, said reimbursement to be made within thirty (30) days of notice to the Township.
2. It is expressly understood that when the Township reimburses the County for any vehicles hereunder, said vehicles become the property of the County and subject to State law regarding disposal of County property. It is further understood that when any such vehicle is deemed unsuitable for use hereunder due to normal wear and tear or other damage and must be replaced, the amount due to be reimbursed to the County by the Township for the purchase of such replacement vehicle shall be the difference between the purchase price of such replacement vehicle and any trade-in value, insurance recovery or other value received by the County in the disposal of the damaged or worn out vehicle.
3. The Township will fund up to \$128,474 in fuel cost and will fund up to \$564,000 for the twelve (12) new vehicles.
4. The County shall provide maintenance service for vehicles.

B. UNIFORMS

The County agrees to provide uniform allotments for all deputies assigned under this Agreement, said uniforms to be supplied by a distributor designated by the Sheriff.

IV.

DISPATCHING SERVICES

Dispatching services will be provided by the Sheriff's Department at no additional expense to the Township.

Alice Kemp  
11.19.09

V.

DEPLOYMENT OF PERSONNEL

The Township understands and agrees that Deputies have jurisdiction throughout Montgomery County, Texas, and accordingly, they and their equipment remain and are subject to call for duty in any area of Montgomery County, Texas, when, at the sole and independent discretion of the Sheriff, extraordinary circumstances arise and the services of such Deputies and their equipment are needed to enforce law and order in any area under the Sheriff's jurisdiction; however, absent extraordinary circumstances, Deputies assigned to the Township will patrol only the Patrol 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 Patrol Area. The County and the Township acknowledge and agree that the additional law enforcement services to be provided hereunder are intended to supplement and not replace such current or planned services in whole or in part.

VI.

POLICIES AND PROCEDURES

A. The planning, organization, scheduling, direction, and supervision of Sheriff's Department personnel, and all matters incident to the delivery of services to the Township under this Agreement, shall be determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel assigned to the Township and the Patrol Area.

B. The Sheriff shall give prompt consideration to all requests by the Township regarding law enforcement services and shall make every effort to comply with those requests if they are consistent with good law enforcement practices.

VII.

PERSONNEL

Both parties agree that Deputies assigned to the Patrol Area are and will remain employees of the County and, as such, are subject to and provided with all regulations and benefits of any and all employees of the County.

The Township understands that the Sheriff may rotate or change Deputies assigned to the Patrol Area at any time without notice to the Township, and any Deputies appointed under this Agreement shall have no duty or obligation to the Township or its Board of Directors or citizens, other than those duties which they have to the public generally.

*[Faint, illegible text]*  
by Aimee Kemp Deputy  
DATE 11.19.09

VIII.

LEGAL EFFECT

Both parties to this Agreement understand that this Agreement is not intended, nor shall it be construed, to absolutely obligate the County or the Sheriff of Montgomery County to perform any of the services set out above. The services to be provided by the County or the Sheriff may be limited to the extent that provision of said services conflicts with or compromises the Sheriff's ability to provide effective law enforcement services to the County generally. The Township's responsibility and liability to the County, the Sheriff and his employees hereunder is to timely make the payments to the County, as set forth herein, which responsibility, liability and payments shall be expressly conditioned upon the County and the Sheriff assigning Deputies and equipment to the Patrol Area, as provided herein.

IX.

TERM

This Agreement shall take effect on January 1, 2010, and shall continue through December 31, 2010.

X.

TERMINATION

This Agreement may be terminated at any time by either party upon sixty (60) days written notice delivered by hand or U.S. Mail Certified to the other party of its intention to withdraw from same.

XI.

RENEWAL

Unless terminated as set forth above, this Agreement shall be renewed automatically for successive one-year terms.

XII.

COMMUNITY ASSOCIATIONS AGREEMENT

The Woodlands Township assumed the Community Associations of The Woodlands agreement with the Montgomery County Sheriff for police services until 2012. This Agreement works to supplement that service to include Community Policing to all of The Woodlands.

(hereby)

Aimee Komy  
11-19-09

EXECUTED this 1<sup>st</sup> day of January, 2010.

THE WOODLANDS TOWNSHIP

By: \_\_\_\_\_

Don T. Norrell, President

EXECUTED this 9<sup>th</sup> day of <sup>November 2009</sup> ~~January, 2010~~.

COUNTY OF MONTGOMERY

ATTEST:

*Mark Turnbull*

Mark Turnbull, County Clerk

*Alan B. Sadler*

Alan B. Sadler, County Judge

*Phil Mead*

Commissioner, Precinct 1

*Greg Doyal*

Commissioner, Precinct 2

*Ed Chan*

Commissioner, Precinct 3

*E. Schwartz*

Commissioner, Precinct 4


I hereby certify that this is a true and correct copy of the \_\_\_\_\_

\_\_\_\_\_

by Aimee Kemp \_\_\_\_\_  
dated 11-19-09

EXECUTED this <sup>17th</sup> ~~1st~~ day of <sup>November 2009</sup> ~~January 2010~~.

THE WOODLANDS TOWNSHIP

By:   
Don T. Norrell, President  
The Woodlands Township

COUNTY OF MONTGOMERY

ATTEST:

\_\_\_\_\_  
Mark Turnbull, County Clerk

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Alan B. Sadler, County Judge

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Commissioner, Precinct 1

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Commissioner, Precinct 2

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Commissioner, Precinct 3

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Commissioner, Precinct 4

Montgomery County Seal