

RESOLUTION NO. 015-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WOODLANDS TOWNSHIP, TEXAS, AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWNSHIP OF THE WOODLANDS AND MONTGOMERY COUNTY FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Board of Directors (the “Board”) of the Township of The Woodlands (the “Township”) entered into an Interlocal Cooperation Agreement (the “Original Agreement”) with Montgomery County (the “County”) for supplemental law enforcement services effective January 1, 2021. The County and Township are hereinafter collectively called the “Parties”; and

WHEREAS, the County requested the Township to prepare and provide a First Amendment to the Original Agreement (“Amended Agreement”) that provides for the County to fund personnel costs for the County Sherriff’s Department totaling over \$9,000,000.00 annually (“Personnel Costs”) and for the Township to fund overtime costs, vehicles, fuel and equipment; and

WHEREAS, the County indicated it intended (a) to use CARES funds, in part, and property taxes, in part, to pay the Personnel Costs, and (b) to pass a budget allowing for the Personnel Costs to be funded; and

WHEREAS, the Township (i) honored the County’s request to prepare the Amended Agreement, (ii) provided the Amended Agreement to the County by the deadline requested, and (iii) desires to amend the Original Agreement to provide updated provisions for payment responsibilities and to provide maximum annual costs for certain items, in accordance with the terms and provisions of the Amended Agreement, which is attached hereto as Exhibit “A”; and

WHEREAS, the County’s failure to take action on the Amended Agreement prior to the statutory deadline for the Township Board to adopt its budget and tax rate has resulted in the Township including the \$9,000,000.00 in Personnel Costs in the Township budget; and

WHEREAS, the Board has determined entering into the Amended Agreement with Montgomery County is in the best interest of the citizens of the Township and County; and

WHEREAS, the Board hereby calls on the County to approve the Amended Agreement it requested so that citizens of the Township are not required to pay property tax to the County to fund the Personnel Costs and pay property tax to the Township to fund the same Personnel Costs, which will be the case for 2023 since the County and the Township cannot change the tax rates after adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TOWNSHIP OF THE WOODLANDS, TEXAS:

SECTION 1. The Board hereby approves the Amended Agreement and authorizes the Chairman of the Board of the Township, subject to all contract documents being properly completed and approved as to form and content by the Township Attorney, to execute the Amended Agreement with the County to provide updated provisions for payment responsibilities and to provide maximum annual costs for certain items, in accordance with the terms and provisions of all contract documents attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED on the 12th day of September, 2022 by the Board of Directors of the Township of the Woodlands, Texas.

THE TOWNSHIP OF THE WOODLANDS, TEXAS



Gordy Bunch
Chairman, Board of Directors

ATTEST:



Shelley Sekula-Gibbs
Secretary, Board of Directors



EXHIBIT "A"

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

This **FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN MONTGOMERY COUNTY, TEXAS AND THE WOODLANDS TOWNSHIP FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES** ("**Amendment**") is made and executed to be effective as of January 1, 2023 ("**Effective Date**") by and between **Montgomery County, Texas**, a political subdivision of the State of Texas, authorized to provide law enforcement services, acting by and through its Commissioners Court ("**County**") and **The Woodlands 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**"). The County and Township are hereinafter collectively called the "**Parties**".

P R E M I S E S:

WHEREAS, the Parties entered into that certain Interlocal Cooperation Agreement by and Between Montgomery County, Texas and The Woodlands Township for Supplemental Law Enforcement Services (the "**Agreement**"), being effective on January 1, 2021; and

WHEREAS, per Article 5, Paragraph D of the Agreement, the Parties may modify the Agreement in writing; and

WHEREAS, the Parties desire to amend the Agreement to provide that the County shall pay, and the Township shall no longer pay, the Salary and Compensation Cost (excluding overtime) of the County Commissioned Personnel, as those terms are defined in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to provide updated maximum annual costs of the Township for County Commissioned Personnel vehicles, fuel, and equipment; and

WHEREAS, the Parties desire to amend the Agreement to make additional revisions regarding formatting.

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement is amended as follows:

1. Capitalized Terms. All capitalized terms used in this Amendment, but not otherwise defined herein, shall have the same meanings assigned to the terms in the Agreement.

2. Article 2 Deleted and Replaced; Exhibit B Deleted. The Parties hereby amend the Agreement by deleting Article 2 “Costs and Number of County Commissioned Personnel” in its entirety and replacing it with language provided below, such that the Township shall no longer be required to pay Salary and Compensation Cost (excluding overtime) of the County Commissioned Personnel, and the Agreement shall be henceforth construed to effectuate such intentions of the Parties. Accordingly, Exhibit B is hereby deleted.

Article 2 shall be replaced in its entirety to read as follows:

**“Article 2.
Overtime Costs of County Commissioned Personnel**

For each year of this Agreement, (a) the County will be responsible for and agrees to pay the cost of providing at least ninety-two (92) County Commissioned Personnel for the supplemental Law Enforcement Services within the Township, and (b) the Township agrees to pay County a sum of money for the costs of overtime of the County Commissioned Personnel providing the supplemental Law Enforcement Services within the Township, not to exceed \$1,199,600.00 per year (“Overtime Costs”). The Parties agree that the 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. The Township shall pay the Overtime Costs monthly in response to monthly invoices from the County containing detail sufficient to show the amount of Overtime Costs, the number of overtime hours worked by the County Commissioned Personnel, the rate of pay for the overtime hours, and the name of the County Commissioned Personnel who worked the overtime hours.”

3. Article 3 Amendment. The following amendments shall be made to Article 3 of the Agreement to increase the maximum costs for County Commissioned Personnel vehicles and fuel, and to add a cost for equipment as follows:

- a. The second sentence of the third paragraph is amended to replace the phrase “...\$718,432 for all vehicles during the 2021 contract period.” with the phrase “...\$996,235 for all vehicles in any calendar year.”
- b. In the fourth paragraph, both occurrences of the number “\$291,200” are replaced with the number “\$384,000.00”.
- c. The sixth and final paragraph is amended to add the following two sentences to the end of the paragraph: “The Township agrees to reimburse the County up to \$114,200.00 annually for equipment. The Township shall reimburse the County for equipment costs monthly in response to monthly invoices from the County containing detailed information sufficient to show the equipment purchased and the cost thereof.”

4. Article 5 Amendment. Article 5 is hereby amended to add “A.” before the first heading “Amendment/Modification/Termination” to clarify the section numbering of Article 5.

5. Ratification of Agreement. Except as provided herein, all terms and provisions of the Agreement and the rights of Township and County thereunder shall remain unchanged and in full force and effect, including but not limited to the number of County Commissioned Personnel

providing services and the type of Law Enforcement Services as described in Article 1 and Exhibit A of the Agreement. The Agreement, as modified and amended hereby, is hereby ratified, and confirmed in all respects. In the event of a conflict between the terms of the Agreement and the terms hereof, the terms of this Amendment shall control. From and after the date hereof, all references to the Agreement shall be deemed references thereto as amended hereby.

6. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument. For purposes of this Amendment, any signature transmitted by facsimile or e-mail (in .pdf or comparable format) shall be considered to have the same legal and binding effect as any original signature.

7. Term. This Amendment shall automatically terminate upon termination of the Agreement.

8. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under the Agreement and this Amendment. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials pursuant to action by the governing body and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date set forth above.

MONTGOMERY COUNTY, TEXAS

By: _____
Mark J. Keough, County Judge

Date of Execution: _____, 2022

THE WOODLANDS TOWNSHIP

By: _____
Gordy Bunch, Chairman

Date of Execution: _____, 2022

APPROVED:

RAND HENDERSON,
MONTGOMERY COUNTY SHERIFF