

**FIRST AMENDED INTERLOCAL COOPERATION AGREEMENT  
BY AND BETWEEN MONTGOMERY COUNTY, TEXAS  
AND THE WOODLANDS TOWNSHIP**

This First Amended Interlocal Cooperation Agreement ("First Amended 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 the 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 and through its Board of Directors ("Board"). The County and the Township are hereinafter collectively called the "Parties"

**WITNESSETH**

**WHEREAS**, on October 21, 2016, the Township and Montgomery County previously entered into an Interlocal Cooperation Agreement for Law Enforcement Services, having an effective date of January 1, 2017. Thereafter, the Parties revised their Interlocal Agreement, with a multi-year term through December 31, 2020 with an effective date of July 1, 2017, ("collectively, the Original Interlocal Cooperation Agreement"), and

**WHEREAS**, the Township is considering the feasibility of incorporation and desires to provide pre-position planning for continued services in the event of such event; and

**WHEREAS**, Montgomery County currently provides various supplemental or enhanced law enforcement services to the Township and in contracting to do so over the years has amassed a regular workforce to provide such supplemental services by contract, and desires not to suddenly reduce or draw down such workforce, and

**WHEREAS**, upon incorporation, the new City of The Woodlands, as successor in interest to the Township, will need to provide law enforcement services.

**NOW THEREFORE**, in consideration of their mutual covenants and agreements, the Parties agree to amend their Agreement such that following incorporation by the Township:

1. That throughout the Agreement, including the recitals (which are incorporated for all purposes), The City of the Woodlands ("The Woodlands") will be for all purposes recognized as the Township's legal successor in-interest, in accordance with Chapter 289, Acts of the 73<sup>rd</sup> Texas Legislature, Regular Session, 1993, as amended, such that this First Amended Agreement shall continue in full force and effect, and the City of The Woodlands ("City") will assume the responsibility for all obligations existing thereunder.
2. Subject to the terms of this First Amended Agreement, the Montgomery County Sheriff's Office will continue to provide existing services, consisting of contract services currently funded by the Township and personnel assigned by the Sheriff to District 6 and funded by Montgomery County.
3. The County for its 2018 Budget year, authorized and currently funds 22.5 law enforcement positions, exclusive of the Township's supplemental law enforcement positions herein. The County's chief peace officer, the Montgomery County Sheriff ("Sheriff") directly assigns these 22.5 positions to Montgomery County Sheriff's District 6 – The Woodlands Operations. These 22.5 positions consist of 5.5 administrative personnel, 9 deputies and 8 detectives.
4. Articles I and III of the Original Agreement are hereby amended, such that, effective upon the Township Board's canvassed vote of a November general election approving the Township's incorporation ("Incorporation"), to add as follows to Article II:

F) The County's direct personnel costs associated with the positions providing administrative support for the supplemental District 6 Law Enforcement personnel ("Direct Cost personnel") will be transitioned to the City of the Woodlands over a three-year period following Incorporation ("Incorporation Transition Period"), as follows:

- 1) In the First year immediately following Incorporation - the County will continue to directly fund 100% of the personnel costs of these 22.5 Direct Cost personnel or their current Budgeted year positions;
- 2) In the Second year following Incorporation - 66% of the costs will be County-funded with the City to pay the remainder or the Parties to agree to reduced staffing of Direct Cost personnel, based on the City's additional internal hires;
- 3) In the Third year following Incorporation – The County will fund 33% of the costs of these 22.5 or current budgeted Direct Cost personnel positions will be funded by the County;
- 4) In the Fourth year following Incorporation, the 22.5 or current budgeted Direct Cost personnel positions will be entirely funded by the Woodlands

Both before and following the Incorporation Transition Period, the MCSO will continue to provide the same services as provided or offered by the MCSO to the

Woodlands as is provided to other city governments within Montgomery County at no additional cost to The Woodlands, as follows:

- Communications – law enforcement dispatch services
  - Training
  - Detectives / major crimes
  - K9 Services
  - SWAT Team
  - Crime Scene Investigation
  - Crime Lab Services
  - Auto Theft Task Force
  - Hostage Negotiation
  - Jail Services
5. Paragraph XI, Term is amended, *contingent upon Incorporation*, to extend the term by up to three years, or as needed from its current expiration date (of December 31<sup>st</sup>, 2020) to wholly effectuate the provisions regarding both the Incorporation and Incorporation Transition Period herein.
6. This First Amendment to the Interlocal Cooperative Agreement is effective as of the date fully executed.
7. All other terms and provisions of the Original Interlocal Cooperation Agreement, as amended, shall remain unchanged. Except as previously amended or amended herein, all other terms and provisions in the Parties' Original Interlocal Cooperation Agreement, as amended, are unchanged and shall continue to govern the rights and obligations of the Parties; and shall remain in full force and effect as if fully restated herein. In the case of any conflict between this First Amendment and the Original Interlocal Cooperation Agreement, this First Amendment will govern. This First Amended Interlocal Cooperation Agreement, along with the Original Interlocal Cooperation Agreement, along with any related annual Township budget revision letters, all collectively represent the complete agreement of the Parties.

*[Signature on pages following]*

EXECUTED THIS 23 DAY OF April, 2019.

COUNTY OF MONTGOMERY, TEXAS

ATTEST:

*Mark Turnbull*

Mark Turnbull, County Clerk



*Mark J. Keough*

Mark J. Keough, County Judge

*Mike Meador*

Mike Meador, Commissioner, Precinct 1

*Charlie Riley*

Charlie Riley, Commissioner, Precinct 2

*James Noack*

James Noack, Commissioner, Precinct 3

*James Metts*

James Metts, Commissioner, Precinct 4

APPROVED AND AGREED:

Rand Henderson, Montgomery County Sheriff

EXECUTED THIS 17 DAY OF May, 2019.

**THE WOODLANDS TOWNSHIP**

  
Don Norrell, President/General Manager

  
Gordy Bunch, Chairman

  
John McMullan

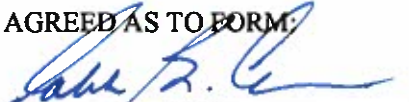
  
Ann Snyder

  
John Anthony Brown

  
Brian Boniface

  
Bruce Rieser

  
Carol Stromatt

AGREED AS TO FORM:  
  
Roberta B. Cross, Township Attorney