

MEMORANDUM OF UNDERSTANDING REGARDING
LAW ENFORCEMENT SERVICES ON THE
FORT BEND PARKWAY, WESTPARK, AND GRAND PARKWAY TOLL ROADS

BETWEEN

THE FORT BEND COUNTY TOLL ROAD AUTHORITY

THE FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

AND

THE FORT BEND COUNTY SHERIFF'S DEPARTMENT

I.

PURPOSE AND TERM

1.01 **Purpose.** The purpose of this memorandum is to set forth how the parties, the Fort Bend County Sheriff's Department ("Sheriff"), the Fort Bend County Toll Road Authority ("FBCTRA"), and the Fort Bend Grand Parkway Toll Road Authority ("FBGPTRA," and, together with FBCTRA, the "Authorities"), understand how they will cooperate to enhance the coordination, cooperation, and communication between the parties to ensure the mobility of the Fort Bend Parkway, Westpark, and Fort Bend Grand Parkway toll roads (collectively, the "System") and the public safety of citizens, patrons, and employees, and to protect against loss of property and/or revenue as the result of non-criminal or criminal acts.

1.02 **Term.** This Agreement shall commence on the date the Agreement is approved by Fort Bend County Commissioners Court ("Effective Date") and shall remain in full force and effect until September 30, 2023. Notwithstanding the foregoing, the Authorities may cancel this Agreement with 30 days' written notice.

II.

SCOPE AND PERSONNEL

2.01 **Primary Supervision.** It is the understanding of the parties that the Sheriff shall retain primary supervision of the deputies performing services in regard to System to the same extent as they do with other deputies. However, the Sheriff shall assign personnel that will effectively cooperate, communicate, and coordinate their law enforcement services with representatives/designees of the Authorities. The parties understand that the Authorities shall inform the Sheriff whenever, in the Authorities' opinion, these primary services are not being provided by any of such Sheriff's deputies.

2.02 **Liaison for Authorities.** All parties agree that the General Manager of the Authorities, Mike Stone and Associates ("General Manager"), is responsible for acting as a liaison between the parties and shall be the agent for the Authorities' interests. The General Manager shall routinely confer with the Authorities' Boards of Directors to ensure proper services are being performed. The parties understand that effective communications between agencies is essential to facilitate a coordinated effort in handling incidents on the System. The Authorities and Sheriff intend that the General Manager and its members will cooperate in their efforts to ensure the successful operation of law enforcement services on the System.

2.03 Supervisors. The Sheriff shall appoint supervisors to facilitate effective communication with the General Manager. The supervisors will provide timely updates to and communicate directly with the General Manager regarding incidents occurring on the toll roads and work with the General Manager in addressing those incidents in a timely manner. Furthermore, these supervisors shall be responsible for communicating, coordinating, and instilling cooperation with their deputies to implement procedures recommended by the Sheriffs' Office and General Manager to effectively manage traffic on the System.

2.04 Personnel Matters. The Sheriff shall retain its full authority to hire, train, supervise, and investigate any misconduct of their deputies and dispense any discipline they deem prudent as they do with other employees. The Authorities also respect the Sheriff's authority to assign deputies at will and trusts that the deputies assigned to the System were done in good faith. However, the Sheriff shall work and consult with the Authorities and transfer any supervisor or deputy not performing in a satisfactory manner and/or failing to adhere to the intentions and understandings set forth in this memorandum. However, the final decision will be the Sheriffs.

2.05 Schedules, Replacements, and Extended Absences. The Sheriff shall work with the General Manager to develop a working schedule for the deputies and shall notify the General Manager of its deputies' extended leave or absence from normal duty hours on the System. It is understood that whenever a deputy is transferred, terminated, retires, resigns, or is placed on administrative leave for a non-toll road related action, the Sheriff shall make every attempt to find a replacement as soon as possible.

2.06 Working Time Devoted to the Area. The Sheriff shall appoint deputies to devote ninety-five percent (95%) of their working time to the area. The Authorities recognize the Sheriff deploys extra deputies to assist toll road deputies on major incidents, and all parties recognize certain unforeseen events can necessitate deploying deputies assigned to the System to other areas to assist their respective agencies or other law enforcement agencies with major incidents affecting the public safety of the community. Notwithstanding the foregoing, (i) deputies may only be deployed outside the area in cases of emergency, (ii) deputies shall get permission from a supervisor prior to leaving their assignment, and (ii) deputies deployed outside the area must remain within close proximity to the toll roads. An "emergency" includes, but is not limited to, any in progress call, natural disaster, or officer assist. As used herein, the phrase "working time devoted to the area" means the usual or normal hours that deputies are required to work in any calendar month and does not include any extra or overtime work. The time the deputies are on duty within the area, the time the deputies are in court in connection with cases arising out of events occurring within the area, the time the deputies spend preparing reports and documents pertaining to events occurring in the area, the time the deputies spend in making preparations to provide law enforcement in the area, the time the deputies spend transporting persons arrested in the area to jail, the time the deputies spend investigating crimes or possible crimes committed in the area, and ninety-five percent (95%) of the time the deputies are on vacation, ninety-five percent (95%) of the time the deputies are on sick leave, and ninety-five percent (95%) of the time the deputies receive workers' compensation benefits, are deemed working time devoted to the area. The activities listed above are explanatory and the meaning of "working time devoted to the area" is not limited to those activities.

2.07 Compensation. It is understood that the Authorities will pay "actual costs" in lieu of established contract patrol rates. Such estimated actual costs are reflected in Exhibit B attached hereto and shall be prorated based on the Effective Date. The parties understand

that "actual cost" funding will not include payment for any overtime that may be owed to a deputy due to a deputy exceeding a compensatory balance of 80 hours or failure of a Sheriff to grant compensatory time when such time is available, and it is understood that any overtime paid to deputies must come from the budget of the Sheriff. The Authorities will need to separately approve payment of overtime for certain construction projects and public safety initiatives. It is understood that whenever a deputy is transferred, terminated, retires, resigns, or is placed on administrative leave for a non-toll road related action, the Authorities will not fund "actual costs" for the position until the Sheriff transfers a replacement to the Authorities.

III. RESPONSIBILITIES AND SERVICES

3.01 Primary Responsibility. The Sheriff shall, as a primary responsibility, provide an effective law enforcement presence on the System, including toll enforcement and rapid response and removal of incidents in a timely manner in order to suppress crime and efficiently manage the transportation needs of the public and the Authorities.

3.02 Toll Enforcement is a Priority. Recognizing the Authorities' core responsibilities of collecting revenue for usage of the System is essential to the health of the System, the Sheriff understands the Sheriff's Office's role in steadfast enforcement of toll violations. Both parties understand that the importance of maintaining a low violation rate is crucial, and through this partnership all parties can be fiscally responsible to their bond holders, patrons, and Fort Bend County.

3.03 Duties. The parties understand that the deputies assigned to the System have duties that are unique to their positions when compared to other law enforcement deputies. These duties/tasks include but are not limited to: toll and toll violation enforcement services, providing roadside assistance to motorists, crash investigation, traffic safety, removal or reporting of debris on the roadway that might affect public safety (with removal depending on the type of debris and whether the deputy is physically capable of removing it) and the reporting of issues to the maintenance contractor, traffic control for contractors or maintenance crews, assistance/coordination with the area Constable in serving civil citations, and the other services listed on Exhibit A attached hereto.

3.04 Location of Services. All parties understand these services shall be provided on the main-lanes of the System as well as the service roads or any adjacent street that provides direct access to the System and may affect the toll road corridor. If an incident such as an accident or non-construction issue arises to close any section of the main-lanes, the Sheriff will, when staffing allows, staff the service road intersections as needed and/or any other detour to ensure traffic can continue to move through the affected area. The General Manager shall coordinate deployment of additional personnel from other resources if needed.

3.05 Incident Management. The Sheriff acknowledges that the General Manager has been charged by the Authorities with the responsibility for ensuring successful incident management services and patron emergency assistance. When necessary, the Sheriff and its deputies and other personnel shall seek recommendations from the General Manager on issues relating to traffic management, scene management on accident investigations, data collection and subsequent reports, and media releases involving incidents on the system.

3.06 Non-Compliance. The General Manager and/or the Sheriff shall inform the Sheriff and/or the General Manager, as applicable, of any matters that are not in adherence to the intentions and understandings set forth in this Agreement. If after consultation with the Sheriff's Office the problem is not resolved or the remedy is not prudent or agreeable to the Authorities, then it is understood that the Authorities may have to consider other methods of fulfilling the Authorities' needs.

3.07 Mid-Year Evaluation and Performance Indicators. The General Manager shall conduct a mid-year evaluation using specific performance indicators shown on Exhibit C attached hereto (collectively, "Key Performance Indicators"), including toll enforcement metrics, to confirm the effectiveness of law enforcement services on the System.

IV. EQUIPMENT

4.01 Funding and Responsibility. All signatories understand that the funding is to pay for the deputies' salary and benefits and all related costs encompassing a patrol vehicle, including its standardized equipment, fuel, and maintenance. The Sheriff will still be responsible for assigning the patrol vehicles to their deputies and scheduling preventative maintenance to ensure the vehicles and equipment are properly maintained. The Sheriff and the Authorities will jointly decide whether to repair the vehicle or remove it from use for fiscal or safety reasons.

4.02 Misuse of Property. The Sheriff understands that nothing in this document shall authorize the Sheriff or anyone in possession of equipment provided by or purchased through funding provided by the Authorities to negligently use or intentionally damage or destroy such equipment. All parties understand that the Sheriff will be responsible for disciplining any culpable deputy for any intentional loss, damage, or misuse of property purchased through funding provided by the Authorities.

4.03 Special Equipment. It is understood that due to the nature of toll road deputies' assignments, a need might arise for some equipment not utilized by a regular patrol deputy, and the Sheriff may request that the Authorities pursue the purchase of such equipment with the Authorities' funds and make such equipment available for use by the deputies. The parties understand that the availability and distribution of such equipment shall remain under the control of the Authorities, and that such equipment shall be returned upon request by the Authorities. It is intended that the Sheriff shall have no duty to maintain such equipment.

V COMMUNICATION AND NOTICES

5.01 Coordination. All parties understand that effective communications between agencies is essential to facilitate a coordinated effort in handling incidents on the System. The Authorities and the Sheriff intend that the General Manager and its members will coordinate the successful operation of law enforcement services on the System.

5.02 Meetings. The parties shall hold routine meetings between the Sheriff's representatives and the General Manager to ensure the effectual exchange of information and to solicit input from the Sheriff on how incidents should be managed on the System.

5.03 Reports. The Sheriff shall generate monthly reports, including time and mileage reports, within protocols prescribed by the Authorities, for all officers assigned to the

Authorities. Furthermore, the Sheriff understands that these reports should be completed in a timely manner and presented to the General Manager by the 5th day of each month. In the event, in the General Manager's sole discretion, the Key Performance Indicators do not reflect sufficient effectiveness of law enforcement on the System, the General Manager may request GPS/GIS reports for all officers assigned to the Authorities. Any needed GPS systems would be furnished to the Sheriff pursuant to Section 4.03 of this Agreement.

5.04 Notices. All notices, demands, invoices or other writings may be delivered by either party hereto to the other by United States Mail or email at the following address:

To: _____, Fort Bend County Sheriff

To: Mike Stone, General Manager
Fort Bend County Toll Road Authority and
Fort Bend Grand Parkway Toll Road Authority
1950 Lockwood Bypass
Richmond, Texas 77469
MikeStone@MikeStoneAssociates.com

[signatures follow]

The foregoing reflects the understanding and intention of the undersigned:


FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

DATE SIGNED: 9/19/2022

FORT BEND COUNTY TOLL ROAD AUTHORITY



DATE SIGNED: 9-19-22

FORT BEND COUNTY SHERIFF'S DEPARTMENT

DATE SIGNED: _____

EXHIBIT A

SCOPE OF SERVICES

The contracted law enforcement agency will:

- **Acknowledge their primary duty is to provide incident response and on-road toll enforcement services.**
- **Acknowledge the collection of tolls is essential for the health of the toll road system.**
- **Not dispatch officers assigned to the Authority to other locations, except in the case of an emergency.**
- **Have an assigned sergeant or higher rank officer supervise the officers and work directly with the Authority.**
 - **The supervising officer shall provide reports to and communicate directly with the Authority.**
 - **The supervising officer shall work with the Authority's staff to prepare a monthly report on law enforcement activity, including time and mileage reports for all officers assigned to the Authority.**
 - **The supervising officer and the Authority will work together to develop a schedule for the deputies to work, including the hours and days to be worked.**
- **Work with the Authority to determine the best location for the deputies to patrol/work according to the Authority's need.**
- **Assist in serving civil citations related to civil litigation filed by the Authority.**
- **Ensure all deputies are actively providing toll enforcement services, within the bounds of applicable laws, including:**
 - **Stopping, issuing citations to, and/or seizing prohibited vehicles on toll roads.**
 - **Assisting in placing Flagrant Violator door hangers at violator's address.**
- **Ensure all deputies assist with general traffic safety on the road.**
- **Investigate crashes on the toll roads.**
- **Ensure all personnel attend training sessions provided by the Authority on, but not limited to, the following:**
 - **Basics of the Fort Bend Toll Road System**
 - **The Violation Process**
 - **Applicable laws related to toll enforcement**
 - **Flagrant Violator List**
 - **Flagrant Violator Alert System**
 - **Account / Tag Look-Up System**
 - **Flagrant Violator Door Hangers**
 - **Crash Investigation**
- **Assist educating all deputies in all applicable laws pertaining to toll enforcement, including:**
 - **Failure to Pay Tolls (Texas Transportation Code 284.0701 & 284.070)**
 - **Prohibited Vehicles (Texas Transportation Code 284.202)**
 - **Habitual Violator (Texas Transportation Code 284.203)**
 - **Seizure of Vehicles (Tx Transportation Code 284.070 & 284.209)**
 - **Theft of Service (Texas Penal Code 31.04)**

EXHIBIT B
ESTIMATED COSTS

Fort Bend County
Sheriff Contract Deputy Budget Proposal
FBC - Toll Roads
For the 12 Month Period of
October 1, 2022 through September 30, 2023

| Description | Estimated Costs |
|----------------------------------|------------------------|
| Salary (5) 40/80 Hour Deputy | 320,530 |
| Holiday | 4,930 |
| Leave | - |
| Overtime | - |
| 3.35% Cost of Living | 10,900 |
| Certification | 10,480 |
| Longevity | 3,280 |
| FICA/Medicare | 26,780 |
| Retirement | 45,760 |
| Group Insurance | 80,500 |
| Workers' Comp./Unemployment | 3,500 |
| Total Salary & Fringe Benefits | <u>506,660</u> |
| Fees | 2,280 |
| Administration Fee | 25,330 |
| Travel | |
| Officer Training | 1,500 |
| Property & Casualty Coverage | 9,800 |
| Operating Supplies | |
| Materials & Supplies | 1,000 |
| Officer Training Supplies | 1,000 |
| Uniforms | 3,750 |
| Property & Equipment | 2,500 |
| Communications Equipment/Service | 2,500 |
| Fuel | est miles 52,800 |
| Automobile Capital Mileage | 120000 63,600 |
| Automobile Maintenance & Repair | 34,800 |
| Total Estimated Cost | <u>707,520</u> |
| 95% of Estimated Cost | <u>672,140</u> |
| Monthly Payment* | <u>56,010</u> |

*Payments are due by the 1st of the month in which services will be received.

All costs estimated in Exhibit A are subject to adjustment by the Fort Bend County Auditor in accordance with the terms of the executed Agreement. Actual cost of the contract will be reviewed at least semiannually and no more than quarterly, at the discretion of the Fort Bend County Auditor. The review and notice of payment changes shall be sent to the Association's contacts listed below:

Email Address

Name

Email Address

Name

LEA Initial

HOA/STUD Initi

EXHIBIT A

EXHIBIT C

KEY PERFORMANCE INDICATORS

- 1. Reducing the number of Flagrant Violators (persons or entities who owe more than \$1000 in combined tolls and fees)**
- 2. Reducing the amount of outstanding tolls and fees.**
- 3. Increasing toll collections/reducing the number of toll violations.**
- 4. Documentation of time actually spent on the toll roads.**