

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR EMPLOYEE BENEFITS, BUDGET, AND PURCHASING FUNCTIONS
FORT BEND COUNTY AND FORT BEND COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT**

THIS AGREEMENT (“Agreement”) is made and entered into by and between FORT BEND COUNTY, TEXAS (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Commissioners Court, and the Fort Bend County Community Supervision and Corrections Department, a political entity of the Judicial District of Fort Bend County, acting through its Director (hereinafter “CSCD”). County and CSCD may be referred to collectively herein as the “Parties.”

WHEREAS, TEXAS GOVERNMENT CODE §76.002(a) authorizes and requires that district judges trying criminal cases to establish a Community Supervision and Corrections Department, hereinafter also referred to as “CSCD”; and

WHEREAS, TEXAS GOVERNMENT CODE §76.004(a) requires the district judges trying criminal cases and judges of statutory county courts trying criminal cases that are served by a CSCD to approve the biennium budget and appoint a director to oversee the daily operations of the CSCD, who shall prepare annual and biennium budgets for the CSCD, to develop personnel policies and procedures including disciplinary proceedings, to establish procedures and practices through which the CSCD addresses an employment-related grievance, and employ a sufficient number of community corrections officers; and

WHEREAS, TEXAS GOVERNMENT CODE §76.004(a) requires the CSCD Director, hereinafter referred to as “Director”, who is appointed by district judges trying criminal cases and judges of statutory county courts trying criminal cases, to negotiate and enter into contracts on behalf of the CSCD; and

WHEREAS, pursuant to TEXAS GOVERNMENT CODE §76.006(a), CSCD employees are governed by personnel policies and benefits equal to personnel policies for and benefits of other employees of the County, subject to the provisions of TEXAS GOVERNMENT CODE §76.006(b) regarding the determination of CSCD salaries by the Director; and

WHEREAS, pursuant to TEXAS GOVERNMENT CODE §76.008, the physical facilities, equipment, and utilities for the CSCD shall be provided by the County; and

WHEREAS, pursuant to TEXAS GOVERNMENT CODE §140.003(b), the County Purchasing Agent shall perform the purchasing function for the CSCD; and

WHEREAS, pursuant to TEXAS GOVERNMENT CODE §140.004(c), the CSCD shall file with the Commissioners Court a copy of the proposed County budget for the CSCD and the date of the CSCD's meeting to finalize its budget.

NOW, THEREFORE, it is mutually agreed by the Parties hereto as follows:

**I.
TERM**

- 1.01 The term of this Agreement is for one (1) year, commencing upon execution of this Agreement by the County and ending on September 30, 2024.
- 1.02 This Agreement is automatically renewed on October 1st each year thereafter unless either the County or the Director gives thirty (30) days written notice prior to the automatic renewal date of its intention not to renew the Agreement.

**II.
DUTIES AND RESPONSIBILITIES OF THE COUNTY**

- 2.01 **Administration of Benefits:** County shall administer for the CSCD the following employee benefits:
 - a) Retirement plan
 - b) Deferred compensation plan
 - c) Holiday schedules
 - d) Jury leave
 - e) Military leave
 - f) Sick leave benefits, including shared sick leave pool
 - g) Any and all other benefits and coverage as though the CSCD employees were County employees, excluding Workers' Compensation and liability coverage in accordance with V.T.C.A, TEXAS GOVERNMENT CODE §76.006(c), group health

insurance plan covered through Employees Retirement System of Texas (ERS) or, any other benefit otherwise exempt by statute.

2.02 Processing of CSCD Payroll:

- a) County shall process CSCD's payroll, including the withholding of income tax and social security.
- b) County shall process payroll deductions of the employees of CSCD for group health plans, HMOs, dental plans, life insurance plans and other plans requiring payroll deductions shall be administered and remitted to the Employees Retirement System of Texas (ERS) in accordance with Section 1551.114 of the Texas Insurance Code in amounts recommended by the Director.
- c) The payroll of CSCD employees shall be paid with the same deductions for retirement plans, credit union, deferred compensation plans, cafeteria plans, and other plans requiring payroll deduction, in the amounts recommended by the Director, in the same manner, at the same rate, and at the same time as employees of Fort Bend County.

2.03 Facilities, Equipment, and Utilities: County shall provide physical facilities, equipment, and utilities for CSCD.

2.04 Special Fund: County shall establish a special fund consisting of monies referred to in Section 3.01 below to be used solely for the provision of the CSCD services and community based correctional programs other than jails or prisons.

2.05 Purchasing: County, acting by and through the County Purchasing Agent, shall perform the purchasing functions for the CSCD in accordance with all applicable statutes and county policies.

2.06 Budget Preparation: County, acting by and through the County Budget Officer, shall assist the CSCD with the preparation of the CSCD's annual County budget.

2.07 County shall reimburse CSCD for the salaries and actual costs of benefits in Section 2.01 of this Agreement for one (1) adult probation community corrections officer, one (1) lead Community Services Restitution (CSR) facilitator, and up to three (3) CSR facilitators (hereinafter "Employees").

- 2.08 County shall reimburse CSCD for the hourly wage and actual costs of applicable benefits, if any, in Section 2.01 of this Agreement for up to six (6) temporary CSR facilitators (hereinafter “Temporary Employees”).
- 2.09 The salaries, hourly wages, and actual costs of benefits in Section 2.01 of this Agreement shall be approved by Commissioners Court on an annual basis as part of the County budgeting process.
- 2.10 The Employees and the Temporary Employees shall be employees or temporary employees of the CSCD for all purposes.

III.

DUTIES AND RESPONSIBILITIES OF THE DIRECTOR

- 3.01 Consistent with Section 76.004 of the Texas Government Code, the CSCD Director shall perform or delegate the responsibility for performing the following duties:
- a) Overseeing the daily function of the CSCD;
 - b) Preparing annually and biennially a budget for the CSCD;
 - c) Negotiating and entering into contracts on behalf of the CSCD;
 - d) Establishing policies and procedures for all functions of the CSCD;
 - e) Developing personnel policies and procedures, including disciplinary proceeding; and
 - f) Establishing procedures and practices through which the CSCD will address an employment-related grievance.
- 3.02 **Payment of Funds:** The Director shall cause all funds of the CSCD, including supervisory fees, to be deposited in a special fund of the County.
- 3.03 **Payment of Benefits:** CSCD agrees to pay and to authorize payment to the County of the full amount of payroll and the actual cost of all benefits in Section 2.01 above, including County “employer” type costs for insurance plans, retirement plans, tuition reimbursement, and social security participation, such costs to be paid out of CSCD’s Judicial District Fund.
- 3.04 **Payment of Costs:** CSCD shall pay all costs of supplies, materials, and long-distance telephone charges out of CSCD’s Judicial District Fund.

- 3.05 **Providing a Budget:** The Director shall submit a detailed list of needs of the CSCD annually to the Fort Bend County Budget Officer for incorporation in the Fort Bend County Budget.
- 3.06 **Personnel Policy:** Employees of the CSCD shall be governed by the same personnel benefits policies as the employees of County, except as otherwise provided by law. CSCD retains the right to administer a salary plan based upon needs and financial resources of CSCD.

IV.

SOURCE OF CSCD FUNDS

The cost of CSCD employee salaries and benefits are paid from CSCD's Judicial District Funds. In consideration for other services provided by County through this Agreement, CSCD will pay County a fiscal service fee of no more than 0.75% (three (3) quarters of one (1) percent) of the Basic Supervision State Aid Funds from the Community Justice Assistance Division of the Texas Department of Criminal Justice received by CSCD during the state fiscal year, on or after September 1st of each year as provided by law for services of auditing, bookkeeping, developing and documenting written fiscal policies, preparing timely and accurate quarterly financial reports, preparing a Statement of Financial Position at the close of each fiscal year or designated funding period, and providing services set forth in the statutes and other services deemed necessary by the judicial district, which services shall be the County Auditor.

V.

PRETRIAL SERVICES

- 5.01 County recognizes and acknowledges that operation by CSCD of a Pretrial Services program is pursuant to the authority granted in Section 76.011 of the Texas Government Code.
- 5.02 Although the County may provide funding for Pretrial Services, employees of those Pretrial Services that transition from County operation to CSCD operation will be CSCD employees after such transition.
- 5.03 Any revenue generation by Pretrial Services after such transition to CSCD operation will be placed in the appropriate County account for funding of Pretrial Services.

VI.

COMPLIANCE WITH LAWS AND REGULATIONS

- 6.01 Notwithstanding the provisions of Section III, above, nothing contained in this Agreement shall be interpreted to preempt or exempt CSCD from complying with all applicable rules, procedures and requirements of the Commissioners Court, Fort Bend County's Budget and Risk Management, Fort Bend County's Human Resources, and Chapter 262 of the Texas Local Government Code ("Purchasing and Contracting Authority of Counties").
- 6.02 It is understood that the terms and condition of this Agreement are governed by the laws of the State of Texas.
- 6.03 CSCD acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

VII.

NOTICE

Notice to the County shall be submitted to:

Fort Bend County
Attn: County Judge
401 Jackson, 1st Floor
Richmond, Texas 77469

Notice to the Director shall be delivered to:

Community Supervision and Corrections Department
Attn: CSCD Director
4520 Reading Rd.
Rosenberg, Texas 77471

VIII.

County agrees to provide CSCD the services of auditing, bookkeeping, payroll, purchasing, information technologies, and other fiscal services commonly provided to Fort Bend

County fee offices. To the extent permitted by Texas law, and notwithstanding any language to the contrary, CSCD and County agree that County shall provide all purchasing and procurement services for CSCD. The Parties recognize, however, that the CSCD cannot bind the Board of Judges, and cannot waive the Board of Judges' statutory and regulatory authority to budget expenses or make independent purchasing and exemption decisions. The Parties further agree Fort Bend County may elect to terminate its provision of purchasing services to CSCD, upon approval by Fort Bend County Commissioners Court, if CSCD engages in any purchasing and procurement services. County authorizes the Auditor to credit the staff of CSCD with the same vacation, sick leave, holiday, jury leave, military leave, shared sick leave, family medical emergency leave, credit union services and other credits commonly earned by all Fort Bend County employees.

IX.

MISCELLANEOUS

- 9.01 The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
- 9.02 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.
- 9.03 This Agreement supersedes any and all other agreements, either oral or in writing between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is no contained herein shall be valid of binding.
- 9.5 This Agreement cannot be assigned by either party.
- 9.6 This Agreement does not confer any enforceable rights or remedies upon any person other than the Parties. No provision of this Agreement constitutes consent to suit.
- 9.7 Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- 9.8 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

X.

EXECUTION

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the Parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

**FORT BEND COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR’S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

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