

STATE OF TEXAS           §  
                                      §  
 COUNTY OF FORT BEND    §

**ADDENDUM TO AGREEMENT FOR EMPLOYEE BENEFITS, BUDGET AND  
 PURCHASING FUNCTIONS BETWEEN FORT BEND COUNTY AND THE  
FORT BEND COUNTY COMMUNITY CORRECTIONS DEPARTMENT**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and the Fort Bend County Community Supervision and Corrections Department, (hereinafter "Department").

THAT, WHEREAS, the parties have executed and accepted that certain Agreement for Employee Benefits, Budget, and Purchasing Functions Between Fort Bend County and the Fort Bend County Community Supervision and Corrections Department, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, Department employs certain employees that provide services that benefit County; and

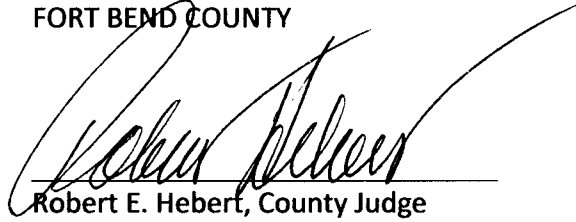
WHEREAS, County wishes to reimburse Department for the cost of these employees; and

WHEREAS, County and Department believe it is in their best interests to enter into this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. County shall reimburse Department for the salaries and actual costs of benefits in Section 2.01 of the Agreement for one (1) adult probation community corrections officer, one (1) lead CSR facilitator, and up to three (3) CSR facilitators (hereinafter "Employees").
2. County shall reimburse Department for the hourly wage and the actual costs of applicable benefits, if any, in Section 2.01 of the Agreement for up to six (6) temporary CSR facilitators (hereinafter "Temporary Employees").
3. The salaries, hourly wages, and actual costs of benefits in Section 2.01 of the Agreement shall be approved by Commissioners Court on an annual basis as part of the County budgeting process.
4. The Employees and the Temporary Employees shall be employees or temporary employees of the Department for all purposes.
5. Either party may terminate this Addendum at any time upon thirty (30) days written notice.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

11/5/2013  
Date

ATTEST:

  
Dianne Wilson, County Clerk

FORT BEND COUNTY COMMUNITY  
SUPERVISION AND CORRECTIONS  
DEPARTMENT

  
Authorized Agent- Signature

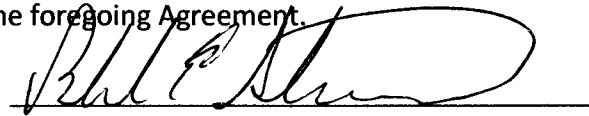
Michael Enay  
Authorized Agent- Printed Name

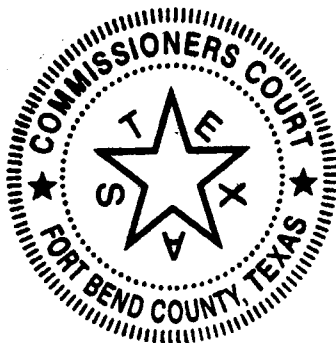
Director  
Title

OCTOBER 18, 2013  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$296,096.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

  
Robert Ed Sturdivant, County Auditor



# EXHIBIT A

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF FORT BEND     §

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

**THIS AGREEMENT** is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and the FORT BEND COUNTY COMMUNITY SUPERVISION and CORRECTIONS DEPARTMENT (hereinafter referred to as by "Department.")

**WHEREAS**, the TEXAS GOVERNMENT CODE §76.002(a) authorizes and requires the district judges trying criminal cases and judges of statutory county courts 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 Department 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), Department 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 department salaries by the Director; and,

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

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

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

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

## **SECTION I TERM**

- 1.01 The term of the agreement is for one (1) year, commencing the first day of December, 2008, and ending on the 30<sup>th</sup> day of September, 2009.
- 1.02 This agreement is automatically renewed on the first day of October 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.

## **SECTION II DUTIES AND RESPONSIBILITIES OF THE COUNTY**

2.01 Administration of Benefits: The County shall administer for the Department 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 Department employees were County employees, excluding workers' compensation and liability coverage in accordance with V.T.C.A., Government Code § 76.006(c), group health insurance plan covered through Employment Retirement System or, any other benefit otherwise exempt by statute.

2.02 Processing of Department Payroll: The County shall process Department's payroll, including the withholding of income tax and social security.

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

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

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

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

## **SECTION III DUTIES AND RESPONSIBILITIES OF THE DIRECTOR**

3.01 Payment of Funds: The Director shall cause all funds of the Department, including supervisory fees, to be deposited in a special fund of the County.

3.02 Payment of Benefits: The Department shall pay the actual cost for the benefits in Section 2.01 above with state aid funds and designate the funds for the Department.

- 3.03 Payment of Costs: The Department shall be responsible for all costs of supplies, materials, and long distance telephone charges of the Department.
- 3.04 Providing a Budget: The Director shall submit a detailed list of needs of the Department annually to the Fort Bend County Budget Officer for incorporation in the Fort Bend County Budget.
- 3.05 Personnel Policy: The Department employees shall be governed by the same personnel benefits policies as the employees of Fort Bend County, except as otherwise provided by law. The Department retains the right to administer a salary plan based upon needs and financial resources of the department.

#### **SECTION IV SOURCE OF DEPARTMENT FUNDS**

Source of Funds: The County shall be paid three-fourths of one percent (0.75%/a) of total Texas Department of Criminal Justice - Criminal Justice Assistance Division funding received by the Department on grant funding and state aid 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 provided by the County Auditor.

#### **SECTION V COMPLIANCE WITH LAWS AND REGULATIONS**

Compliance with Laws: It is understood that the terms and conditions of this agreement are governed by the laws of the State of Texas.

#### **SECTION VI NOTICE**

Notice: Notice to the County shall be submitted to:

Honorable Robert E. Hebert, County Judge  
301 Jackson, 7th Floor  
Richmond, Texas 77469

Notice to the Director shall be delivered to:

Mr. Leighton Iles, CSCD Director  
4520 Reading Rd., Suite B  
Rosenberg, Texas 77471

RECORDED ON 12-10-08  
IN THE COMMISSIONER COURT  
MINUTES OF 11-25-08

SECTION VII  
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

  
Robert E. Hebert, County Judge

11-25-08  
Date

Attest:

  
Dianne Wilson, County Clerk

FORT BEND COUNTY CSCD

  
Mr. Leighton Iles, Director  
Fort Bend County Community Supervision & Corrections Dept.

11/5/08  
Date