

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

FORT BEND COUNTY ON BEHALF OF
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, Fort Bend County, a body corporate and politic under the laws of the State of Texas ("County"), on behalf of the Fort Bend County Sheriff's Department ("Sheriff), and 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 and Westpark Tollway (the "FBCTRA System") and Fort Bend Grand Parkway Toll Road (the "FBGPTRA System", and collectively with the FBCTRA System, the "Systems") 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, 2025. Notwithstanding the foregoing, the parties 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 the Systems to the same extent as the Sheriff does with other deputies, including the services listed in Section 3.03 of this Agreement and further described in Exhibit A. 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 Executive Director of the Authorities, David Gornet (“Executive Director”), is responsible for acting as a liaison between the parties and shall be the agent for the Authorities’ interests. The Executive Director 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 Systems. The Authorities and the Sheriff intend that the Executive Director will coordinate with the Sheriff’s Office and its deputies to facilitate the successful operation of law enforcement services on the Systems.

2.03. Supervisors. The Sheriff shall appoint supervisors to facilitate effective communication with the Executive Director. The supervisors will provide timely updates to and communicate directly with the Executive Director regarding incidents occurring on the toll roads and work with the Executive Director 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 Sheriff’s Office and Executive Director to effectively manage traffic on the Systems.

2.04. Personnel Matters. The Sheriff shall retain its full authority to hire, train, supervise, and investigate any misconduct of the deputies assigned to the toll roads and dispense any discipline the Sheriff deems prudent as the Sheriff does with other employees. The Authorities also respect the Sheriff’s authority to assign deputies at will and trusts that the deputies assigned to the Systems 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 Sheriff shall have the final decision on personnel matters.

2.05 Schedules, Replacements, and Extended Absences. The Sheriff shall work with the Executive Director to develop a working schedule for the deputies and shall notify the Executive Director of its deputies’ extended leave or absence from normal duty hours on the Systems. 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 Systems 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, and (ii) deputies shall get permission from a supervisor prior to leaving their assignment. 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. Except as provided in Section 2.08, 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. 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.

2.08 Overtime Compensation. The parties agree that the Authorities shall not pay overtime except as expressly provided in this Section 2.08. While the Authorities will agree to approve overtime for construction projects, public safety initiatives, and other additional enforcement activities on the toll roads, the parties acknowledge and agree that in no event shall total overtime payments by the Authorities exceed the budgeted amount for additional enforcement activities as set forth in Exhibit B. The Executive Director may adjust the monthly allocation of overtime funds, provided that total approved overtime does not exceed the overall budgeted amount. The parties acknowledge and agree that any overtime owed to deputies beyond the budgeted amount in Exhibit B must be funded from sources other than the Authorities, including the Sheriff's Office budget.

III.

RESPONSIBILITIES AND SERVICES

3.01. Primary Responsibility. The Sheriff shall, as a primary responsibility, provide an effective law enforcement presence on the Systems, including toll enforcement, 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 Systems is essential to the health of the Systems, the Sheriff understands the role of the Sheriff's Office 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 bondholders, patrons, and Fort Bend County.

3.03. Duties. The parties understand that the deputies assigned to the Systems 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, 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 Systems as well as the service roads or any adjacent street that provides direct access to the Systems 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 Executive Director shall coordinate deployment of additional personnel from other resources if needed.

3.05 Incident Management. The Sheriff acknowledges that the Executive Director has been charged by the Authorities with the responsibility for ensuring successful incident management services and patron emergency assistance. At the discretion of the Sheriff, Sheriff's Office personnel may confer with the Executive Director on issues relating to traffic management, data collection and subsequent reports, and media releases involving incidents on the Systems.

3.06 Non-Compliance. The Executive Director and/or the Sheriff shall inform the Sheriff and/or the Executive Director, 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 Executive Director shall conduct a mid-year evaluation using specific performance indicators shown on Exhibit C attached hereto (collectively, "Key Performance Indicators", or "KPIs"), including toll enforcement metrics, to confirm the effectiveness of law enforcement services on the Systems.

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 Systems. The Authorities and the Sheriff intend that the Executive Director will coordinate with the Sheriff's Office and its deputies to facilitate the successful operation of law enforcement services on the Systems.

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

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 Executive Director by the 5th day of each month. In the event KPIs are not being sufficiently met, in the Executive Director's sole discretion, the Executive Director may request GPS/GIS reports for all officers assigned to the Authorities. The Authorities would furnish the Sheriff GPS systems pursuant to Section 4.03. of this Agreement.

5.04. Emergency Contact Information and Incident Notification. Each party shall provide the other with emergency contact information for use in the event of major incidents, accidents, natural disasters, or other situations requiring immediate coordination or response. In such circumstances, communications should be initiated by telephone, email, or any other method that facilitates prompt and effective contact.

Each party shall designate a primary point of contact for emergency communications, along with one or more alternate contacts. For the Authorities, the primary emergency contact shall be the Executive Director or his designee.

5.05. Notices. Emergency notifications shall be made in accordance with Section 5.04. All other 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
ATTN: Sheriff
1840 Richmond Parkway
Richmond, TX 77469

To: Fort Bend County Toll Road Authority and
Fort Bend Grand Parkway Toll Road Authority
245 Commerce Green Blvd, Sugar Land, Texas 77478
ATTN: Executive Director

[signatures follow]

The foregoing reflects the understanding and intention of the undersigned:

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

James D. Fine
DATE SIGNED: 04-21-2025

FORT BEND COUNTY TOLL ROAD AUTHORITY

James D. Fine
DATE SIGNED: 04-21-2025

FORT BEND COUNTY SHERIFF'S DEPARTMENT

Don Rogers
DATE SIGNED: 05/14/2025

FORT BEND COUNTY *Kell George*
DATE SIGNED: May 13, 2025

ATTEST:

Donjans

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 Systems.
- Not dispatch officers assigned to the Authorities 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 each Authority.
 - The supervising officer shall provide reports to and communicate directly with each Authority.
 - The supervising officer shall work with the staff of each Authority² to prepare a monthly report on law enforcement activity, including time and mileage reports for all officers assigned to each Authority.
 - The supervising officer and each Authority will work together to develop a schedule for the deputies to work, including the hours and days to be worked.
- Work with each Authority to determine the best location for the deputies to patrol/work according to each Authority's need.
- Ensure all deputies are actively providing toll enforcement services, within the bounds of applicable laws, including:
 - Stopping, issuing citations to, and/or enforcing remedies against prohibited vehicles on toll roads.
- 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 each Authority on, but not limited to, the following:
 - Basics of the Toll Road Systems
 - The Violation Process
 - Applicable laws related to toll enforcement
 - Flagrant Violator List
 - Flagrant Violator Alert System
 - Account / Tag Look-Up System
 - 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)
 - Prohibited Vehicle Violations (Texas Transportation Code 284.203)
 - Toll Offenses and Enforcement Remedies (Texas Transportation Code 284.070 & 284.209)
 - Theft of Service (Texas Penal Code 31.04)

EXHIBIT B
ESTIMATED COSTS

[Attached]

Fort Bend County
Sheriff Contract Deputy Budget Proposal
Toll Roads
For the 12 Month Period of
October 1, 2024 through September 30, 2025

Description	Estimated Costs
Salary (5) 40/80 Hour Deputy	376,960
Holiday	5,800
Overtime	50,000
3.35% Cost of Living	14,500
Certification	16,640
Longevity	2,040
FICA/Medicare	35,640
Retirement	58,760
Group Insurance	81,750
Workers' Comp./Unemployment	4,660
Total Salary & Fringe Benefits	<u>646,750</u>
Fees	2,700
Administration Fee	32,340
Travel	
Officer Training	3,000
Property & Casualty Coverage	13,050
Operating Supplies	
Materials & Supplies	3,000
Officer Training Supplies	7,000
Uniforms	7,500
Property & Equipment	3,750
Communications Equipment/Service	2,500
Fuel	est miles 38,500
Automobile Capital Mileage	111000 60,500
Automobile Maintenance & Repair	31,900
Total Estimated Cost	<u>852,490</u>
95% of Estimated Cost	<u>809,870</u>
Monthly Payment*	<u>67,490</u>

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

All costs estimated in Exhibit B 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 contacts listed below:

_____	_____
Email Address	Name
_____	_____
Email Address	Name

CM
4/4/2025
ACTIVE 709459056v2

LEA Initial

JOR

FRC TRA Initial
EXHIBIT B

EXHIBIT C

KEY PERFORMANCE INDICATORS (KPIs)

1. Reducing the number of Flagrant Violators (persons or entities who owe more than \$1,000 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.

April 21, 2025

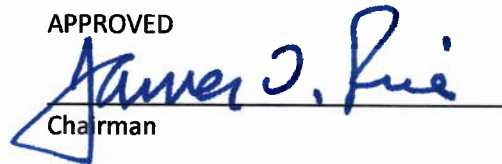
FORT BEND COUNTY TOLL ROAD AUTHORITY
FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

RE: Resolution authorizing Memorandum of Understanding with Fort Bend County Sheriff's Office and approving certain other matters relating thereto.

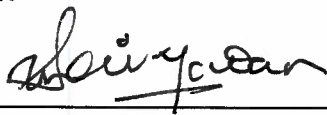
The Board hereby authorizes the Memorandum of Understanding with the Fort Bend County Sheriff's Office in the form that is presented to the Board in connection with this Resolution. The Board hereby authorizes the Executive Director or his designee to approve any changes to such form as the Executive Director or his designee may determine to be necessary and appropriate.

The Board further authorizes the Chairman, the Executive Director, the Deputy Director or any designee of the foregoing to execute and deliver the Memorandum of Understanding and to take such other actions, approve such other documents, and execute and deliver such other agreements as may be necessary or appropriate to carry out the terms and purposes of the Memorandum of Understanding or this Resolution.

APPROVED


Chairman

ATTEST:


Secretary