

**A Critique of the Novak Consulting Group's Law Enforcement
Report Dated January 15, 2020**

Presented by:

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Preface

This analysis was commissioned by The Howard Hughes Corporation. The consultants were to provide an in-depth evaluation and report to include observations and concerns regarding the Law Enforcement Report as presented in the May 15, 2020, Incorporation Study Consolidated Report produced by The Novak Consulting Group for The Woodlands Township Board of Directors.

The analysis was conducted by consultants:

- **Mr. Timothy N. Oettmeier, PhD** – Executive Assistant Chief (retired), Houston Police Department

Tim served the public as a member of the Houston Police Department (HPD) for over 42 years, retiring in 2016.

Prior to retiring, he served as an Executive Assistant Chief of Police assigned to Investigative Operations which includes responsibility for managing and administering the affairs of the Special Investigations Command consisting of Auto Theft, Gang, Major Offenders, Narcotics, Vehicular Crimes, and Vice Divisions; the Criminal Investigations Command consisting of the Burglary and Theft, Homicide, Investigative First Responder, Juvenile, Robbery, and Special Victims Divisions; and the Technology Services Command.

During his career, he worked in a variety of significant assignments including serving as: the chief of staff for the Field Operations Command, the Director of Training, the city of Houston's Inspector General, the administrator over Internal Affairs, the Executive Assistant Chief over Field Operations, the Executive Assistant Chief of Support Operations, and as Acting Chief of Police.

He has also served as a principal participant in several department projects inclusive of but not limited to: work demands analysis, resource allocation strategies, patrol management strategies, calls for service management, investigative management strategies, beat reconfiguration, field training/mentoring initiatives, accreditation, problem solving, and performance evaluation methodologies. He was one of the department's principal architects for developing and implementing community policing throughout the agency.

Tim received his PhD majoring in Police Administration from Sam Houston State University in 1982. He has served as a Project Director or as a member of several national police research initiatives funded by the National Institute of Justice involving topics such as: fear reduction, organizational change, criminal investigations, cultural diversity, measuring what matters, and training.

He has been a consultant in many police management projects throughout the country.

He has authored numerous department reports along with articles for textbooks, magazines, and journals on various police management issues. His book, "Accounting for Police Performance" will be released in the Fall 2021. Early in his career, the 100 Club of Houston recognized him as an Officer of the Year. Tim was the recipient of the Police Executive Research Forum's annual, national Gary P.

Hayes Award in recognition of his outstanding initiative and commitment in furthering the improvement of the quality of police services. He has also received Lifetime Achievement Awards from the Houston Police Department, the State of Texas, and from The 100 Club of Houston. Tim lives in Houston with his wife Janice.

- **Mr. Joseph A. Fenninger, MBA** – Deputy Director & Chief Financial Officer (retired), Houston Police Department

Joe Fenninger has a broad background in a variety of disciplines including finance, engineering, accounting, systems, construction and civil (banking) law. His career has included senior level executive positions as CFO, COO and CEO – in the public and private sectors.

Early on he worked with an engineering firm on military defense projects, and later with the CPA firm of Coopers & Lybrand in the audit function. Joe spent a large part of his career with CitiGroup (formerly CitiCorp) in New York. There he held positions as Assistant Comptroller for World-Wide Audit Operations, Director of Compensation and Benefits, Chief Financial Officer for CitiGroup Capital (\$20 billion of assets managed), and in Houston as Managing Director of Citicorp's subsidiary company, USAgent Network Services (an IT startup with a nationwide network).

In Houston he served as Deputy Director with the Federal Government in the early 90's (\$18 billion of assets managed) and as Director of Risk Management for statewide banking programs with the Clearinghouse Association of the Southwest. As an extension of his primary duties, he consulted and testified as an expert witness regarding check fraud cases and articles 3 & 4 of the Uniform Commercial Code.

Later, he was Chief Financial Officer for the Houston Community College System (HCCS) where, among other duties, he was responsible for building seven new campuses. All projects were completed on time and within budget. His last and most significant project at the college was the acquisition and renovation of 3100 Main Street, a one million sq. ft. project where he consolidated all HCCS administration operations. The project started, funded, and was completed in eighteen months – and within budget. The HCCS police department, with 230 staff, reported to Joe.

In 2007, Joe was asked by then Mayor Bill White to serve as Deputy Director and Chief Financial Officer of the Houston Police Department and to rebuild its financial operations. During his ten-year tenure, Joe developed and implemented all new financial management control and reporting processes that elevated HPD to the best financially managed department in the City of Houston. Over that period the HPD summed budgets amounted to \$7.031 billion and actual expenditures were \$7.032 billion, a variance of only \$685,000 – accurate to within .01%. In 2015 the HPD Office of Budget & Finance received an ISO 9001 accreditation - the only known police finance operation with this recognition. For ten years Joe was a key participant in the Major Cities Chiefs – CFO organization. During his public service years, Joe received numerous commendations from Chiefs of Police, the Houston City Council, Mayors of Houston and from the FBI.

His formal education includes degrees in engineering, management science and MBAs from Columbia University in accounting and finance. Joe lives in Houston with his wife Kathleen.

The Novak Law Enforcement Analysis

The Novak Group's 2019 Law Enforcement Analysis (The "Novak Report") was presented to the Board of The Woodlands Township on January 15, 2020. It was subsequently included in its entirety in The Woodlands Township Incorporation Study Consolidated Report dated May 15, 2020. This critique is limited to discussion of the Novak Report 2019 Law Enforcement Analysis only. There is no consideration herein regarding incorporation. Research for this report required review, analysis and evaluation of the following documents and videos:

1	21-Aug-2017	The Woodlands Township (TWT) RFQ&P #C-2017-0433 is published: "Consulting Services for Governance Planning"
2	18-Jan-2018	Video of TWT Board meeting – vendor presentations in response to the above RFP
3	28-Feb-2018	TWT Board Agenda – Authorized agreement with Matrix for plan, agreement with Novak for independent financial analysis and best practices
4	December, 2018	Matrix contract is terminated by Board. Replaced by The Novak Group
5	12-Apr-2019	Novak Group proposal to TWT Board to extend scope of services, approved
6	23-Apr-2019	The Memorandum of Understanding (MOU) between Montgomery County and TWT regarding incorporation
7	17-Oct-2019	Video of TWT Board of Directors Special Planning Session
8	23-Oct-2019	Video of TWT Board of Directors Special Planning Session
9	11-Dec-2019	Video of TWT Board of Directors Special Planning Session
10	15-Jan-2020	Video of TWT Board of Directors Special Planning Session – Board approves the Hybrid approach for law enforcement
11	15-Jan-2020	The Novak Report titled "The Woodlands Township, Texas – 2019 Law Enforcement Analysis dated January 15, 2020 (Herein referred to as The Novak Report)
12	15-May-2020	The Novak Report titled "Incorporation Study Consolidated Report" dated May 15, 2020

The consultants also accessed, analyzed and evaluated:

13	Monthly	The Woodlands Township on-line monthly Policing Reports
14	2018 - 2020	The Uniform Crime Reports (UCR) submitted by MCSO to FBI for 2018, 2019 and 2020
15	FY 2021	The Montgomery County FY21 Adopted Budget for Law Enforcement
16	FY 2021	The Montgomery County FY21 Contract Budget with TWT for Law Enforcement support

Relevant documents are appended, as follows:

Appendix	Subject	Page
A	ILA Transition: The Interlocal Cooperation Agreement (ICA) between Montgomery County and TWT for Law Enforcement Services in the Event of Municipal Incorporation	54
B	ILA Supplemental: The Interlocal Cooperation Agreement (ICA) between Montgomery County and TWT for Supplemental Law Enforcement Services in the Event of Municipal Incorporation	64
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On June 10th, 2021, the consultants interviewed Montgomery County Sheriff Rand Henderson and Montgomery County Commissioner James Noack.

The opinions of the consultants are based on the documents, videos and interviews cited above.

Background

On August 21, 2017, The Woodlands Township (TWT) published **Request for Qualifications & Proposals (RFQ&P) #C-2017-0433** titled: **Consulting Services for Governance Planning**. The firm to be selected was to bring together a number of different professional disciplines to develop the information studies and analysis appropriate for consideration of future incorporation. This was to include construction and reconstruction costs of roadways, maintenance of public works, traffic management, municipal court operations and law enforcement.

Specific to law enforcement, the RFQ&P stated the following:

***Review of Law Enforcement Services** - a review of law enforcement services will need to be done in conjunction with the financial analysis. The purpose of this review is to determine the level of law enforcement / support staff that may be needed by the new city at incorporation versus the contracted cost of using other qualified agencies to provide law enforcement services.*

This is the entirety of the instructions for a respondent to submit a plan for a new law enforcement department. This RFQ&P has great significance for the future of The Woodlands Township (TWT)/City of The Woodlands (COTW), but it does not provide direction pertaining to laws, regulations and other legal aspects that interconnect police departments to local, state and federal agencies. These legal constructs dictate design and structure of police departments. As a consequence, the Novak report is missing key operational and cost elements, though it does meet the one RFQ&P requirement to compare in-house versus contracted police services.

On January 15, 2020, the Novak Consulting Group submitted an extensive summation of the current law enforcement status, known as the contracting approach (i.e., with the Montgomery County Sheriff's Office and the Harris County Constable's Office). Using that baseline it then projected three scenarios: i) continue with the contracting approach, ii) a Hybrid transition approach, and iii) a Full-Service model. The Board voted to proceed with the Hybrid approach on that date.

We believe that the RFQ&P is fundamentally flawed which caused the resulting plan from Novak Consulting Group to be deficient. There is a significant understanding and knowledge gap between the RFQ&P/Novak Report exercise and the reality of police department operations. Without appropriate levels of staffing and resources a police department can become dysfunctional, unable to properly perform its lawful duties, resulting in the degradation of quality public safety services.

Summary of Key Findings

1. Costs to establish The Woodlands Police Department will be substantially higher than noted in The Novak Report. Ongoing operating costs alone will be a minimum of **\$12.1 million to \$14.5 million higher** than projected for the first four years. Other unquantifiable operating costs will be substantially higher, particularly due to unidentified costs of Information Technology and data center operations.
2. The Novak Report has not correctly identified the costs associated with acquisition and deployment of patrol vehicles. Over the four-year transition period associated with the Hybrid Model, the plan to procure patrol vehicles for all sworn (135) will cost approximately **\$6.1 million more** than currently budgeted plus the \$1.399 million cited in the Novak Report.
3. The Novak Report has understated the cost of purchasing equipment, especially when considering the technological applications needed to ensure the equipment serves its intended purposes. This includes IT operations, body cameras, cell phones, etc.
4. The Novak Report does not contain any reference to costs associated with liability claim coverage, which The Woodlands will be vulnerable to the first day the department becomes operational. The split command authority between The Woodlands and the Montgomery County Sheriff's Office (MCSO) sworn personnel will also affect liability coverage. This will occur once both agencies begin working in The Woodlands when the "Hybrid Model" is implemented.
5. There are multiple legal service issues not covered within The Novak Report that directly affect operations – all of which have implications for additional costs over the long-term. They include collective bargaining, Texas Chapter 143 (civil service), liability transfer, and risk management.
6. There is a lack of sufficient justification within The Novak Report, documents reviewed, or videos reviewed for establishing a new police department for The Woodlands. A summary analysis of major MCSO performance indices does not suggest the current levels of service are lacking in any significant area.
7. The proposed staffing levels for patrol and investigations are based on questionable methodologies. Instead of determining how many officers are needed, The Novak Report started with the number of personnel already in place and attempted to justify why this number is sufficient. The investigative staffing proposal was simply duplication of what already exists without consideration of the type and nature of crime occurring in The Woodlands.
8. The Hybrid Model, in accordance with the existing Interlocal Agreement, bifurcates the investigative function between the MCSO and future City of The Woodlands Police Department. This will cause a multitude of conflicting priorities and operational problems.
9. There are several other operational services The Woodlands Police Department should perform but are not adequately addressed in the Novak Report. This includes how traffic enforcement, special victims, financial crimes, computer crimes, juvenile crimes, some vice offenses, and regulatory offenses will be handled.

10. There is no mention in The Novak Report of costs associated with how The Woodlands Police Department will comply with the federally mandated Criminal Justice Information System (CJIS). CJIS has direct application to utilizing: The National Crime Information Center, the Integrated Automated Fingerprint Identification System, and National Instant Criminal Background Check System (applies to those wanting to possess a firearm/explosive) information. There are significant cost implications associated with this requirement.
11. The Novak Report does not adequately describe how Information Technology Services funding will be used, how police technology will operate independently from The Woodlands municipal technology department, and the specific responsibilities police technology personnel will perform. This basic information should be considered when calculating projected costs.
12. The Novak Report does not adequately describe how digital evidence will be managed. Will The City of The Woodlands Police Department have its own “digital evidence management system” or depend solely on the MCSO to handle this matter? This would include establishing an interface with detectives and patrol personnel.
13. The Novak Report identifies a third option: the “Contract Model,” but the report fails to adequately explore the feasibility of restructuring the current contractual stipulations with the MCSO.

I. The Cost of Police Services is Underestimated

According to a report by Spencer et al, among communities responding to a national survey regarding start-up police departments, the major reasons cited for forming a department were desire for quicker response times (68%), dissatisfaction with current services (65%), and desire for more local accountability (45%). While there is no single correct justification for creating a police department, community desires for more services, more personalized services, and lower costs are legitimate reasons for change. But according to Spencer et al:

“...the bottom line is this – the community will need a growing tax base to support its own police department. If you cannot identify solid indicators of development and growth, give serious considerations to other police service alternatives.”¹

Residents of The Woodlands should have confidence their community can afford a new police department, not just for the next four years, but also for as long as The Woodlands exists as a city. Spencer et al, also state: “Labor costs are the most significant part of a police department’s budget.”² They are not the only costs, but it’s certainly one that draws the most attention.

Costs – General Comments

The Novak Report presents static financial models that do not project the dynamics of economic growth. For the ten-year period 2009 to 2019 CPI growth for the Houston, Woodlands, Sugar Land areas³ averaged 2% - but no cost growth was factored into the presented financials. As a result, the labor and equipment cost projections are significantly understated and are not reliable.

Costs are discussed throughout this analysis – many of which are associated with specific police operations or technologies that have not been addressed in The Novak Report yet are a fundamental part of every police department. These costs are largely unavoidable and inevitable. Noteworthy are the discussions below regarding 1) Labor costs 2) Vehicles 3) Liability Transfer and 4) the Criminal Justice Information System and its effects on policing and cost impact on Information Technology (IT) operations. We have analyzed and quantified costs where possible (e.g., patrol vehicles), but it is beyond the scope of our report to estimate all costs. We have attempted to identify and explain vital operations and processes, why they are not optional and why they will require infrastructure and funding.

A. Cumulative Four-Year Ongoing Operating Costs, Primarily Labor, Are Understated by Approximately \$12.1 to \$14.5 Million

This will be the result of The Novak Report understating ongoing operating costs by approximately \$7.18 million and the effect of the December 2020 ILA with Montgomery County wherein the City will assume the costs for 19 Direct Law Enforcement Staff. Details follow.

¹ Spencer, Deborah, Webster, Barbara, and Connors, Edward. 2006. *Guidelines for Starting and Operating a New Police Department*. Washington DC: Community Oriented Policing Services, U. S. Department of Justice, p. 3.

² Ibid. p. 16.

³ Consumer Price Index All Urban Communities (CPI-U) Houston, The Woodlands, Sugarland

The Novak Report is a compilation and summary of the current status of law enforcement and associated costs. The information provided is from readily available, public documents. Table 1 on page 2 of The Novak Report identifies \$11,162,822 as “Ongoing Operating” costs. This number is composed of reimbursement costs to Montgomery and Harris Counties for law enforcement services, overtime and fuel. It does not (but should) include reimbursement costs of \$718,432 to Montgomery County for patrol vehicle replacements.

Novak uses the \$11,162,822 number in all three models in Table 1. It is not current; it is not complete, and it remains unchanged for four years. Salaries for police are not static nor are the costs of benefits, insurance coverages, retirement plans, etc. They are driven by contracts and external economic factors. To illustrate: effective October 1, 2021, a 5% across the board salary increase is scheduled for all MCSO employees. Likewise benefits and retirement rates will increase. Table #1 below includes these latest increases and shows the Novak four-year costs compared to actual current costs with a 2% CPI growth factor applied to subsequent years.

Table #1 - CPI Growth: Ongoing Operating Costs (Incurred Regardless of Incorporation)

Ongoing Operating Costs - Labor & Vehicles	Incorporation	Year 1	Year 2	Year 3	Year 4	4 Yr. Total
Novak Report (pgs. 2 & 69, Tables 1 & 50)	\$11,162,822	\$11,162,822	\$11,162,822	\$11,162,822	\$11,162,822	\$44,651,288
Actual Current Costs per MCSO* & HCCO**						
- MCSO Supplemental plus OT	\$9,613,847	\$9,806,124	\$10,002,246	\$10,202,291	\$10,406,337	
- MCSO Patrol Vehicles, Equipment, Fuel	\$1,009,632	\$1,029,825	\$1,050,421	\$1,071,430	\$1,092,858	
- MCCO - Safe Harbor Program (P. 69)	\$418,022	\$426,382	\$434,910	\$443,608	\$452,480	
- HCCO Sgt. + 11 Deputies (2021 ILA)	\$1,288,639	\$1,314,412	\$1,340,700	\$1,367,514	\$1,394,864	
Total Current Operating Costs & Forecasts	\$12,330,140	\$12,576,743	\$12,828,278	\$13,084,843	\$13,346,540	\$51,836,404
Novak's Cost Shortfalls		\$1,413,921	\$1,665,456	\$1,922,021	\$2,183,718	\$7,185,116

The Novak Report has understated the first four years of ongoing operating costs by approximately \$7.18 million.

Impact of the December, 2020 ILAs with Montgomery County

Subsequent to the issuance of The Novak Report in January 2020, Montgomery County and The Woodlands Township signed two Interlocal Cooperation Agreements (ICAs) in December of 2020.

- Appendix A is the Interlocal Transition Plan.
- Appendix B is the Interlocal Supplemental Plan with details of staffing and costs.

In Appendix B, Exhibit “C” provides a list of 19 Direct Law Enforcement personnel also dedicated to The Woodlands Township. The cost of these 19 (compensation and benefits) is \$2,264,938 for CY2021 and will increase to \$2,309,840 the following year. The Woodlands Township has not reimbursed MCSO for these 19 in the past, but this will change, as follows:

Appendix A, paragraph 3.03-2 stipulates “*The City will fund one hundred percent (100%) of the personnel costs of the Direct Law Enforcement Positions beginning with the County Fiscal Year following Incorporation.*”

Because the Interlocal Agreement was signed almost a year after The Novak Report was issued, and because the ILA changed and superseded a transition provision in a prior ILA, the Novak Report does not provide adequate funding for these costs. At the time of that report, the number of Direct Law Enforcement staff for Patrol and General Investigations in the Hybrid model was 21.5. It is currently 19. Based on actual, current costs plus a 2% annual growth factor the four-year cost for the 19 Direct Law Enforcement staff will be \$9,710,659. On page 64 of the Novak Report a one-year budget number of \$2,427,112 (\$1,658,897 + \$768,215) is shown for the 21.5 staff. Page 62 shows year-to-year annual cost growth for personnel growth (consolidated) but provides no detailed information for these positions nor how personnel positions are being added. It cannot be determined from the Novak Report if any funding exists beyond the \$2.427 million number provided. This is a worst-case scenario and would lead to a budget shortfall of \$7.28 million. If year 2 and 3 were apportioned the same as year 4 then the shortfall would be \$4.88 million. This is the best-case scenario.

We have seen no other documents that would relieve the new City of The Woodlands of the ILA obligations. Adding these costs to the table above yields the following:

Table #2 – Impact of Added Direct Law Enforcement Staff – Plus CPI Growth

Ongoing Operating Costs - Labor & Vehicles	Incorporation	Year 1	Year 2	Year 3	Year 4	4 Yr. Total
Novak Report (pgs. 2 & 69, Tables 1 & 50)	\$11,162,822	\$11,162,822	\$11,162,822	\$11,162,822	\$11,162,822	\$44,651,288
Actual Current Costs per MCSO* & HCCO**						
- MCSO Supplemental plus OT	\$9,613,847	\$9,806,124	\$10,002,246	\$10,202,291	\$10,406,337	
- MCSO Patrol Vehicles, Equipment, Fuel	\$1,009,632	\$1,029,825	\$1,050,421	\$1,071,430	\$1,092,858	
- MCCO - Safe Harbor Program (P. 69)	\$418,022	\$426,382	\$434,910	\$443,608	\$452,480	
- HCCO Sgt. + 11 Deputies (2021 ILA)	\$1,288,639	\$1,314,412	\$1,340,700	\$1,367,514	\$1,394,864	
Total Current Operating Costs & Forecasts	\$12,330,140	\$12,576,743	\$12,828,278	\$13,084,843	\$13,346,540	\$51,836,404
Novak's Cost Shortfalls		\$1,413,921	\$1,665,456	\$1,922,021	\$2,183,718	\$7,185,116
Plus Additional Shortfall - Best Case						
Plus 19 MCSO Staff Paid by City*	\$2,309,840	\$2,356,036	\$2,403,157	\$2,451,220	\$2,500,245	\$9,710,659
Less: Novak Budget Funds - Best Case			\$800,947	\$1,601,894	\$2,427,112	\$4,829,953
Best Case Shortfall		\$2,356,036	\$1,602,210	\$849,326	\$73,133	\$4,880,706
Or, Plus Additional Shortfall - Worst Case						
Plus 19 MCSO Staff Paid by City*	\$2,309,840	\$2,356,036	\$2,403,157	\$2,451,220	\$2,500,245	\$9,710,659
Less: Novak Budget Funds - Worst Case					\$2,427,112	\$2,427,112
Worst Case Shortfall		\$2,356,036	\$2,403,157	\$2,451,220	\$73,133	\$7,283,547
Summary						
Best Case - Total Novak Shortfalls		\$3,769,957	\$3,267,666	\$2,771,348	\$2,256,851	\$12,065,821
Worst Case - Total Novak Shortfalls		\$3,769,957	\$4,068,613	\$4,373,242	\$2,256,851	\$14,468,662
*Appendix B, Articles 2 & 3 - a 2% annual cost escalator is applied. Salary, Benefits & Retirement Increases 10/1/21.						
**Appendix C, Article 3 - a 2% annual cost escalator is applied.						

Summary: Over the first four years Ongoing Operating costs will be approximately \$7.18 million more than projected in the Novak Report. Supplemental Law Enforcement, overtime and vehicle costs are the prime contributors. In addition, the 19 Direct Law Enforcement personnel will cost the City anywhere from \$4.88 to \$7.28 million more, depending on how Novak prepared its budgets. The City can potentially realize shortfalls from \$12.1 to \$14.5 million more over the first four years than previously reported. This does not include other cost shortfalls discussed elsewhere in this report (see Patrol Vehicles). Costs will grow annually.

B. Patrol Vehicles – Four-Year Acquisition Costs Are Understated by \$6.1 Million

The Hybrid Model shows startup costs for 27 patrol vehicles in year one, but no purchases in any year thereafter. Furthermore, the report states the Hybrid Model requires 135 sworn personnel by year four. The Novak Report uses an all-in unit cost of \$51,821 for a patrol vehicle – and for 27 vehicles a cost of \$1.399 million is presented. The actual and current cost of a fully and properly equipped patrol vehicle is \$75,000 and if 135 are needed the four-year cost to procure will be \$10,453,342 (inclusive of annual CPI growth). The Novak Report plans for an incremental \$1.399 million to buy 27 vehicles only, and the current budgeting rate of the Township for MCSO replacement vehicles is \$718,432. Together, these funds cannot build a patrol fleet. Altogether, over the first four years approximately \$6.1 million more will be needed to build the patrol fleet. A comprehensive discussion and analysis is provided near the end of this report.

C. Equipment Costs Are Understated

Municipalities use the competitive bidding process to procure goods and services and ensure best prices and quality. Typically, this is done via Requests for Proposals (RFPs). Purchases beyond a specific amount set by the municipality must go through the bid process. Equipment purchases such as body cameras, car-cameras, cell phones, police radios, ruggedized laptops, etc., are all acquired in this manner. *The Novak Report shows startup costs for these equipment purchases but provides no explanation as to how these costs were determined.*

It appears their costs are substantially understated. To illustrate: The Novak Report lists 148 body cameras with a unit cost of \$1,200. No information was provided as to how this cost was determined. In contrast, the Houston Police Department, **via competitive bidding**, acquired and deployed 2,899 body cameras, inclusive of infrastructure (docking station kiosks, computers and editing software, communication lines, etc.). The total contract was \$7.963 million – or \$2,747 per unit – more than twice the amount cited in The Novak Report.

Additional ongoing operating costs must also pay for technical operators to provide legally mandated editing, communications with the District Attorney’s Office and others. It is highly doubtful that a comprehensive body camera system can be purchased for \$1,200 per unit. Likewise for \$200 cell phones, which should have secure communications.

Given the preceding information and elsewhere throughout this analysis, we have no confidence in The Novak Report’s financial projections. The presented costs are understated and should be reappraised in accordance with the realities of a legitimate law enforcement service operation.

II. Legal Services & Infrastructure Considerations

A. Municipal Legal Services Office

The formation of a police agency is heavily dependent upon the existence of sound, practical, and valid legal advice. It is not uncommon for municipal legal entities to assume responsibility for providing counsel and representation to the Chief of Police and the agency's command staff across a wide variety of subjects and areas related to operations. Larger agencies have attorneys assigned directly to the police agency to work in conjunction with the chief/sheriff. Smaller agencies depend on receiving legal assistance from the local municipality legal staff.

This requires existing lawyers (i.e., within The Woodlands Township) to be extremely well-versed in a multitude of criminal justice legal issues and situations, such as:

1. Handling labor and employment issues – this can be a very intensive and time-consuming responsibility.
2. Ensuring department administrative investigations and disciplinary processes comply with federal and state law, city and department policies, and when appropriate, labor – meet and confer – agreements. This issue is a potential flashpoint between labor and management and necessitates very close scrutiny so unreasonable decisions are avoided.
3. Advising on proper protocols involving administrative complaints and civil litigation involving department personnel.
4. Conducting legal research on existing and/or emerging criminal justice issues affecting the local police agency.
5. Preparing memoranda describing, directing, and/or notifying personnel about important legal matters affecting decision-making and performances.
6. Preparing drafts, reviews and revisions to existing and/or proposed ordinances, policies and procedures.
7. Preparing contracts on a wide range of functions. This is very important if the municipality seeks to offset in-house costs by contracting out certain services, not unlike the current contract with the Montgomery County Sheriff's Office, but also with smaller businesses for specific types of services.
8. Providing insight and advice when reviewing and proposing state and federal legislation impacting the department and city.
9. Serving as a liaison to the Montgomery District Attorney's Office.

B. Collective Bargaining

The Novak Report does not adequately address the cost implications of negotiating with a new police union.

In today's era of management/labor relationships, political leaders who once rejected police unionization as a threat to public safety have now widely embraced it. That is not to say every police chief/sheriff wants to interact with a union within their agency, but what typically is lost in these discussions are the vast number of instances when the fairness of decision making by

supervisors, mid-managers, or executives (inclusive of a chief) is found to be repeatedly called into question. Effective legal counsel is required to minimize the potential of this situation erupting.

Collective bargaining has emerged as a major avenue through which labor unions shape the internal policies and practices of American police departments. The challenge that lies ahead for a new chief and legal counsel is knowing how to negotiate potentially volatile conflicts between union desires and management rights when disagreements arise.⁴

Creating and operating a police department is a very expensive proposition. One of the many key determinants of expense is labor cost. This is the most powerful reason collective bargaining is so important to employees – it is a tool used to maintain a sense of balance with the cost of living. Municipal government officials must realize there will always be pressure to raise salaries, special pays, and pension benefits. Thus, it is extraordinarily important that a municipality be aware of its ability to fund these potential increases over the long term, especially as it negotiates new contract terms with a police union. To examine costs only as a short-term commitment is shortsighted.

C. Texas Local Government Code – Chapter 143⁵

The Novak Report neglects to identify Texas Chapter 143 as a critical issue. Their failure to recognize this legal provision is very troubling.

Civil service protection was established to provide an equitable evaluation and compensation system in public employment. It precludes political patronage systems historically found in municipal governments. Put more succinctly, it serves as a barrier from having a Mayor, City Council members, or a Police Chief impose their personal biased, unreasonable opinions into a decision-making process that adversely affects behavior, processes, and performances.

Chapter 143 does not automatically apply to a municipal jurisdiction. It requires support from the community. Signatures from 10% of the registered voters who voted in the last municipal election are needed to place the matter up for a vote to adopt or repeal Chapter 143.

If adopted, the municipality must establish a civil service office with a required number of commissioners. The law specifies requirements regarding their qualifications, tenure, and responsibilities. Of particular importance is establishing policies governing the operation of the commission.

Chapter 143 has enormously broad implications on how police and fire departments are to be managed and it supersedes many aspects of local control as it makes fire and police free from political influence. It addresses compensation, discipline, grievances, majority bargaining agents,

⁴ For an excellent guide on negotiation protocols, see: Polzon, Michael J. and DeLord, Ronald G. 2006. "Police Labor-Management Relations: A Guide for Implementing Change, Making Reforms, and Handling Crises for Managers and Union Leaders," U. S. Department of Justice: Office of Community Oriented Policing Services.

⁵ Local Government Code, Title 5. Matters Affecting Public Officers and Employees, Subtitle A. Municipal Officers and Employees, Chapter 143. Municipal Civil Service for Firefighters and Police Officers.

among many other important aspects of police administration and operations.⁶ It will require compliance by department personnel and establishing an accountability process to ensure this occurs. Adopting civil service does not come without expense.⁷

If placed in a position to create a new police agency, legal representatives and elected officials have a choice. They can work with a newly appointed police chief/city marshal and attempt to create their own policy protocols, or they can adopt (pending voter approval) Chapter 143 to serve as their policy baseline. In either instance, research into this matter ought to be done as it is anticipated at some point in the future this matter must be addressed.

There will always be personnel changes (e.g., new mayors, city council members, police chiefs, managers, supervisor, and so forth). Chapter 143 serves to provide stability during times of change. More importantly, the elements of Chapter 143 are not unreasonable to management and city officials. Given the prevalence of Texas police agencies that have adopted Chapter 143, one should expect, at some future time, to be confronted with expenses associated with creating a Civil Service entity within the new City of The Woodlands.

D. Liability Transfer, Coverage and Costs

The Novak Report does not adequately address the expense implications of critical liability issues. Liability should be of major concern, as it will almost inevitably increase the budget and associated tax rates of the new City of The Woodlands.

The Novak Report notes that a “level of control” over law enforcement is desired and presents this in a positive context while ignoring the resulting transfer of accountability and liability from the counties to the new city.

No mention is made of the need to have city attorneys qualified in **criminal justice** matters or of the need to budget for settlement of claims and/or costs of insurance. **It is vital that such experts represent the interests of the new City as it pertains to criminal justice matters.**

Prior to creation of The City of The Woodlands Police Department, certain structural and legal issues require resolution. The authority to enforce a community’s laws is invested in the Sheriff or Police Chief who, in turn, delegates specific authorities to qualified subordinates in the chain-of-command. Accountability for police actions and related liability follows the delegations back through the Sheriff/Chief to the local government. Liability cannot be assigned outside of this reporting structure.

⁶ Compensation focuses on salaries, vacation and sick time, shift differential pay, assignment pay, field training officer pay, certification pay, educational incentive pay, and fitness pay.

⁷ Prior to the contested adoption of civil service by the city of Arlington, Texas (for the Fire Department) Don Crow (President of Arlington Professional Firefighters Association) claimed the city had to cut some benefits to cover the \$587,000 price tag of hiring civil service commissioners and putting the Board together. Barr, Alice. February 6, 2018. “Arlington Firefighters Sue City, Alleging Retaliation,” Channel 5 NBCDFW, 10:40 pm.

During the transition period of approximately 4 years, The Woodlands will have a mixed force of police – some will be employees of the County under the direct supervision of the MCSO (Appendix A - 3.07), while others will be employees of the new City of The Woodlands under the direct supervision of the Police Chief.

This situation poses numerous problems:

1. **Liability Allocation** - Should an event occur with both County and City officers on scene, it may become problematic with regard to which entity is liable. Generally, it is for this reason that enforcement of a single community's laws and ordinances are not shared among multiple law enforcement agencies.
2. **Command Authority** - The Police Chief cannot direct or order MCSO deputies, nor can the Sheriff direct or order City sworn. A dual/split arrangement would result in separate lines of command and separate lines of liability transfer to the respective municipalities. It also raises the potential for conflicting priorities and direction of the sworn staff during public safety and emergency situations.

Highly publicized officer involved shooting/abuse of force incidents occurring over the past several years in the United States illustrate the challenge of this liability issue. In many of these situations, a number of municipalities have been subjected to peaceful marches along with massive civil disobedience demonstrations resulting in incredible destruction of property.

Although every police chief/sheriff hopes this does not happen in their jurisdictions, it has become a very real possibility. Police misconduct covers a wide array of behavior, ranging from being disrespectful to abusive uses of force to unjustifiable use of deadly force. It is simply inevitable that lawsuits will be filed against the city, the department, and employees in response to police misconduct. Such lawsuits have cost municipalities many millions of dollars.

According to Farmer in her article for *Governing Magazine*:

“For governments, getting sued unfortunately comes with the territory. But in recent years, the amount that cities are shelling out for police misconduct lawsuits has become not just a criminal justice issue but a financial one as well.

For big cities, the costs are alarming -- equivalent to huge line items in agency budgets.

In just the first eight weeks of this year (i.e., 2018) for instance, Chicago paid out \$20 million in police misconduct lawsuits, according to a local news investigation. That's outpacing its average of \$47 million a year over the last six years. New York City pays by far the most. In 2017, it doled out a record \$302 million for police misconduct lawsuits, according to the city controller's office.

For small cities, however, the financial impact can be even bigger. Most small governments pay premiums to have liability insurance help cover the costs of lawsuits. But legal costs for police misconduct can still place huge strains on budgets and, in some cases, can lead to law enforcement agencies being disbanded.

Recently in Lakewood, Washington, a jury returned a \$15 million verdict for the death of Leonard Thomas, who was unarmed when a police sniper shot him. While Lakewood's

insurance is expected to cover a portion of that payout, the city still must pay \$6.5 million on punitive damages -- an amount equivalent to 18 percent of the city's annual spending.

When misconduct lawsuits start mounting, insurance companies can withdraw coverage. Without insurance, a single claim against a local police department has the potential to bankrupt a small municipality. Cities in California, Illinois, Louisiana, Ohio, Pennsylvania and Tennessee have in recent years opted to disband their police departments after losing coverage.”⁸

This raises the question as to how The City of The Woodlands will protect itself. Will it seek to self-insure or seek out coverage from insurance companies? This is a serious matter that requires research and discussion. Clearly, one important question is: How much is enough? Failure to adequately address this issue has serious financial implications for all residents of The Woodlands.

E. Criminal Justice Information System (CJIS) and Information Technology Considerations

The fact that a topic of such magnitude garners so little attention within The Novak Report demonstrates the lack of understanding of policing and associated support systems. The cost consequences of CJIS can be very substantial as it entails construction of a stand-alone police server/data center, a back-up server/data center for disaster recovery, generators, all dedicated and secured/encrypted wired and wireless communications, specialized software applications and the staff to support it.

The Novak Report does not address this important subject and the attendant structural and cost consequences to the City.

Law enforcement personnel need timely and secure access to services that provide information to help them do their jobs. Established in 1992, CJIS is the largest division of the Federal Bureau of Investigation (FBI), and comprises several departments, including the National Crime Information Center (NCIC), Integrated Automated Fingerprint Identification System (IAFIS) and the National Instant Criminal Background Check System (NICS).

The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of criminal justice information. The policy applies to every individual – contractor, private entity, non-criminal justice agency representatives, member of a criminal justice entity with access to, or who operates in support of criminal justice services and information.

CJIS monitors criminal activities in local and international communities using analytics and statistics provided by law enforcement, and their databases provide a centralized source of criminal justice information (CJI) to agencies around the country.

Because CJI is used in the judicial system for prosecutions, it may ultimately decide the guilt or innocence of defendants. Ensuring its integrity is paramount. In some circumstances, this type of information has developed exponentially, and particularly in the digital domain where it is stored on servers, managed within restricted data centers, and controlled by highly specialized police

⁸ For further information, see: Farmer, Liz. June 19, 2018. “Police Misconduct Is Increasingly a Financial Issue,” Governing Magazine.

software and encrypted communications. This type of evidence is no less sensitive than physical evidence kept in highly secured property rooms – which are virtual fortresses within police departments.

To illustrate further: police departments routinely access centralized databases for purposes of retrieving or providing vital information used for identification of criminals. Information systems include, but are not limited to:

1. Federal Information Systems: National Crime Information Center, Integrated Automated Fingerprint Information System, Uniform Crime Report, and National Incident-Based Reporting System (all collectively within the CJIS Division of the Federal Bureau of Investigation),
2. State Information Systems: Texas Crime Information Center and Southeast Texas Crime Information Center, and
3. Local Information Systems: Agency Records Management System, District Attorney Information Management System and Juvenile Management Information System.

Data within these systems include criminal histories, DNA forensic information, fingerprints, videos, still photos, documents, etc. *Access to federal, state, and local information systems is strictly controlled under the auspices of CJIS policies.* Only the police, who have undergone rigorous criminal background checks, are authorized access. This is to minimize any opportunities to modify, alter or destroy evidence, which could jeopardize prosecutions.

The Novak Report did not include any of this information or any of the associated costs.

CJIS/FBI security requirements mandate that non-police employees cannot access CJIS authorized terminals (i.e., any police department computer). Just allowing an unauthorized person near a police terminal can cause a citation from the FBI. In application and practice, this requires police systems be kept separate from those of the municipality. It applies to data center operations, storage systems, police software applications (e.g., Records Management System, Body & Car Camera video control, criminal history records, etc.), encrypted communications and the associated support staff.

The FBI routinely audits police department users of CJIS to confirm compliance with security mandates. Violations can result in termination of access to vital national criminal databases and systems needed by police and prosecutors – a major concern for police departments.

This is highly problematic as discussed above and breaches security protocols. In addition, it is highly unlikely that current IT staff have experience with police systems, the need for security and the legalities and liabilities that apply.

It is for these reasons that police departments manage data center and information technology operations independent of the municipality.

Page 47 of The Novak Report has **less than one page** of information on the subject of Information Technology and makes no mention of evidence/information security. This is a major omission. Their plan is to add 4 IT staff to The Woodlands IT operation for the management of police systems and data at an annual cost \$376,819, and IT infrastructure costs of \$2.16 million.

The Novak Report contains no information explaining what the \$2.16 million for technology services will be used for.

Additional Information Regarding Technology Concerns:

Prior to The Woodlands Township assigning responsibility for the plan prescribed in the RFQ&P to The Novak Group, the Township contracted with The Matrix Consulting Group. The Matrix contract was terminated in December 2018 and Novak was contracted to continue the project. However, Matrix had already provided the Township with some details on its IT recommendations and costs. Please see Appendix D. This information is noteworthy for two reasons:

- A. Other than similar total capital cost projections (\$2.4 million for Matrix and \$2.16 million for Novak) The Novak Report provides no detailed line-item cost information, and
- B. The recommendations made by Matrix are not adequate, as they have left out numerous systems and infrastructure elements that are fundamental to police operations.

Following are observations **regarding the Matrix** expenses included in Appendix D. We provide these so the Township can give them proper consideration should it proceed with a new police department.

- 1. There is no mention of an actual, physical data center (or a server room) where the specified functions, processes, software, etc., would be housed and secured. There is only a general statement that costs related to this would be associated with a build-out and reconfiguration of existing space or to build anew. No further details.
- 2. It appears the generator cost is for an entire facility. If true, accommodations would be needed for a back-up if the primary generator fails, inclusive of maintenance costs. It is unknown if a separate discussion took place regarding a dedicated generator for the data center operation (i.e., an uninterrupted power supply system – UPS).
- 3. There are no costs identified for a physical backup/disaster recovery data center.
- 4. If this information is current, it appears funds are earmarked for a computer-aided dispatch (CAD) module even though the MCSO already provides adequate CAD services. Should one assume the \$200,000 for capital costs and for annual operating costs are placeholders? If so, should adjustments be made for the purchase cost of the CAD system?
- 5. There is no cost item for handling connectivity for Automated Fingerprint Information System (AFIS) or mobile AFIS.
- 6. There is no line item for radio technology.
- 7. There is no mention of costs associated with mobile digital computers (MDCs) for police vehicles, which are expensive.

8. There is no mention of costs associated with license plate readers for vehicles.
9. There is no explanation as to why the annual operating costs for “facility access control” is greater than the initial purchase price.
10. Where are the projected integration costs (one time connection, plus annual maintenance) between the MCSO and The Woodlands Police Department?
11. Likewise, The Woodlands Township records management system (RMS) does not include integration with the MCSO RMS. Without such data linkage, the respective police departments won’t be able to communicate and share necessary data with any degree of efficiency.

F. Civilian Staff

Page 47 in The Novak Report states: *“Like other administrative support services including facilities, fleet, finance, and HR (Human Resources), it is assumed that IT functions will become a part of the new City’s IT Department.”*

For purposes of managerial oversight, accountability and chain of command many civilian positions must function within a police department rather than the municipal arena. It is not a good idea to assume that police related HR, IT and Finance functions should be situated outside of the police department. Civilians fill many key positions in police departments such as: Administrative Assistants, Dispatchers, Jail Attendants, Records, Grants Management, Legal, Budgeting & Finance, HR and others. Civilian staff bring vital skills to the workplace that complement sworn staff and permit the sworn to perform their primary role, that of policing.

As discussed in the previous sections, non-police employees cannot be permitted access to or be near police terminals, systems, data, or evidence. The obvious reason is to keep criminals away from sensitive information. All police employees, civilian and sworn, undergo extensive criminal background checks at time of employment and are randomly checked thereafter. Police agencies cannot employ those with felonies and most misdemeanors. City employees do not have the same level of background checks, and they are not accountable to the police chief. This is why key areas with access to sensitive information, must reside within the police department.

Accountability and lines of reporting to regulating agencies and grantors is particularly critical. To illustrate: Police Departments (PDs) typically receive funds from a local government’s general funds, but unique to PDs are fund sources from federal agencies such as the Departments of Justice and Treasury, as well as the State of Texas. These can be federal grants, special funds such as Asset Forfeiture, Child Safety Funds and Texas Law Enforcement Officer Standards and Education (LEOSE) Funds. Covenants associated with these funds routinely require the police chief to be directly responsible for compliance with terms and fund expenditures. The chief must sign accounting reports to the granting agencies. Accordingly, PDs normally maintain their own finance and accounting staff as the chief would have no authority over individuals not within the chain of command, could not control their priorities or activities, and could not attest to the accuracy of the reports.

Because of the specialized, and sometimes sensitive nature of equipment or procured services, procurement and contracting is normally part of the PD financial operation, though it dovetails into a municipality’s procurement operations for efficiencies and economies.

The following areas can, however, be properly consolidated within the same city-managed operations:

- Fleet maintenance
- Facilities management
- Fuel
- Payroll

It is also important to point out that infrastructure systems must be in place and fully functional on Day One. It does not matter if 1 or 100 sworn are employed; a payroll system has to be functional. Same with all general ledger accounts, payables, receivables, budgeting, overtime, special funds, grants, court time, management information reporting, vehicle operations, contracting and procurement.

G. Internal Affairs/Professional Standards

The Novak Report acknowledges the importance of managing misconduct and recommends one sergeant handle internal investigations and audits. This issue is much more complicated than described by Novak. Due to the importance of this function, the municipality's legal director and the chief of police must discuss the adequacy of how this function would operate and who (or how many people) should be involved.

When alleged misconduct occurs, agency personnel must comply with a number of requirements:

1. The public must be assured the agency is capable of investigating allegations in a responsive, impartial, and efficient manner. Any misconduct by department personnel must first be detected, then thoroughly investigated and properly adjudicated to reinforce the integrity, reliability and validity of the process.
2. A process must be established that at the very least explains to the public:
 - a. How one registers or files a complaint;
 - b. What happens when a complaint is received by a department official;
 - c. How the agency accounts for the integrity of the internal investigation; and
 - d. How discipline is decided for complaints that have been sustained (verified as true).
3. What role, if any, do citizens have in the complaint investigation, review, and disciplinary decision-making processes?

The aforementioned points are an oversimplification of the complexity of establishing all processes that must be created to build a system of accountability the public can trust and rely upon to be fair, impartial, and responsive to their concerns.⁹

⁹ For an instructive look at how individual officers can be held accountable for their conduct, see: Walker, Samuel. 2006. *Police Accountability: Current Issues and Research Needs*, Washington, DC: National Institute of Justice – Police Planning Research Workshop.

H. Risk Management

The Novak report fails to sufficiently identify and address these other risk management issues and related expenses.

A Risk Management Unit is responsible for conducting in-depth examinations and audits of functions, programs, and operational components of a department. This entity is the city and police department's "prevention tool" designed to proactively identify problems, if left unaddressed, could lead to significant damages in terms of services delivered, how people are treated, and/or how a department accounts for its performances. This entity must be designed to prepare policy documents (with implications for standard operating procedures) designed to *prevent problems from occurring/reoccurring*.

Some agencies place other functional responsibilities within this type of unit. For example, a newly formed agency would likely have a specific policy on drug usage. Such a policy would be useless if there is no accountability, hence the need to establish an administrative drug testing capacity either within the unit or some other municipal entity. There are important issues associated with such a testing process that the rank and file would be extremely sensitive to. Further, there are contractual costs and obligations associated with drug testing.

Another consideration is the creation of a "court liaison" function. Officers are expected to attend court, yet again; one must establish an ability to account for and control these activities (i.e., officers do not always go to court, some reasons are legitimate, others are not). Protocols must be established (linked to a policy) and software programs developed to facilitate how this responsibility will be performed. This function includes attendance in municipal court, misdemeanor and felony court cases. Given the size of a prospective City of The Woodlands Police Department, this responsibility may not necessitate creating a unit. An alternative would be assigning it to one person, and that person does not have to be of sworn status.

One should also expect the issue of "extra employment" to arise when officers join the department. Extra employment can be defined as allowing officers to work public safety related tasks (e.g., teaching, working traffic, security assignments, etc.) on an off-duty basis. This requires the creation of an extensive policy and thus it demands an effective means of accounting for compliance.

Lastly, the development of a document encompassing policies and procedures is most critical because it collectively sets behavioral and performance benchmarks for all employees. Legal staff must possess the insight and experience in assisting in the creation of this document. They must also be involved in the dissemination of policies and, if necessary, be available to instruct personnel on the content of the directives. Various tools are available to help assist in this matter.¹⁰

¹⁰ Orrick, W. Dwayne. *Best Practices Guide: Developing a Police Department Policy-Procedure Manual*. Funded by: Bureau of Justice Assistance in association with the International Association of Chiefs of Police. Also see: International Association Law Enforcement Policy Center for guidance and the Commission on Accreditation for Law Enforcement – both can be used to help develop appropriate policies.

III. The Current Status of Police Services in The Woodlands Township

The Montgomery County Sheriff's Office and the Harris County Constable's Office, Precinct 4 are very effectively providing police services to residents of The Woodlands.

The Montgomery County Sheriff's Office (MCSO) and the Harris County Constable's Office, Precinct 4 have been providing law enforcement services to The Woodlands Township for several years. Given the prospect of creating a new police department, a legitimate question would be: Just how effective have these existing police services been?

This would suggest examining critical outputs to determine if services have been poor or unacceptable. If services were found unacceptable, then it would provide additional justification for residents to support establishment of a new police department, inclusive of all associated additional costs.

This section is devoted to briefly identifying critical information about service efforts for the last three full calendar years – 2018, 2019, and 2020.

A. Calls for Service

The most frequent form of contact occurring between police officers and citizens for any police department takes place during responses to calls for service. Responding to calls for service represents the bulk of work officers perform. However, not all calls are the same, and a close examination of the call data is necessary. While police agencies are quick to release the number of calls they receive and respond to, a review must ensure these numbers actually represent legitimate calls to citizens and not some other activity.

To more efficiently manage responses to calls, departments use a computer-aided dispatch (CAD) system. CAD systems are programmed to incorporate department developed "priority response codes;" or in the case of MCSO, they are referred to as: "Nature Codes" ("nature" referencing the reason or cause of the call).¹¹

The documentation of call activity has multiple purposes. Most importantly, the police must prioritize which calls require the fastest response due to the type of "emergency" in question. A crime in progress or a person being physically threatened requires a more immediate response than a report of suspicious activity or reporting a theft from a vehicle. The MCSO's first 3 priority codes represent responses to serious crime-related incidents.

Codes 4 and 5 represent a need for attention by the police. These activities can be referred to as "non-emergency" calls for service. The response urgency is not as necessary as it is for Codes 1-3. Codes 6-9 represent a mixture of administrative activities, self-initiated, and/or directed patrol field assignments.

Thus, the CAD system is used to capture call data and activity data and is used to assess how the police are managing their time in the field. This information is crucial to determining appropriate staffing and deployment schedules; otherwise, municipalities could find themselves confronted with over-staffing or under-staffing issues; both of which have a direct bearing on budgetary decisions (see Table #3).

¹¹ The MCSO's code protocol consists of 9 individually defined priority codes. See Appendix E.

Table #3: Calls for Service for The Woodlands Township*

Priority Codes	2018	2019	2020	Total
1	20,709	29,014	18,488	68,211
2	3,419	3,693	3,597	10,709
3	30,879	33,052	29,541	93,472
4	31,147	26,852	15,655	73,654
5	58,778	68,163	60,067	187,008
6-9	23,827	27,091	22,259	73,177
Total:	168,759	187,865	149,607	506,231

* *Source: MCSO Priority Call Distribution List, June 2021*

Observations:

1. “Calls” for 2020 declined from 2019 by approximately 20%. It is possible the COVID virus was a factor influencing call volume. Absent increased population growth, it is not uncommon for call frequencies to remain relatively stable over time – again, this has implications for staffing and what the police do during duty hours.
2. Important: Though Table 1 identifies over one half million “calls,” a closer inspection of that data reveals deputies are performing service activities that are not actually calls, such as:
 - a. Area patrols accounted for 162,609 activities.
 - b. Building checks accounted for 11,320 activities.
 - c. Traffic stops accounted for 66,667 activities.
 - d. Vacation Watches accounted for 45,038 activities.
 - e. Administration accounted for 20,989 activities.
 - f. Miscellaneous accounted for 10,654 activities.
 - g. Report Writing accounted for 8,409 activities: and
 - h. Special Assignments accounted for 4,782 activities.

Cumulatively, these 8 categories equal 330,468 activities that arguably do not represent calls.

3. Calls for service for the Village of Creekside were not included in Table #3. It was determined Creekside’s average total monthly calls for service represents approximately 14.6% of the total call load for The Woodlands. That equates to roughly an additional 75,000 over and above the 506,231 “calls” for the three-year period of time. We were unable to ascertain what percentage of those activities actually represented calls from citizens.¹²

¹² This data was gleaned from an analysis of various monthly reports produced by Law Enforcement Services Reports published by The Woodlands Township.

There is no question a legitimate variety of police services are being performed by the MCSO & HCCO Precinct 4 deputies. However, “certain types of activities” are not calls for service and should be treated differently when determining staffing levels and deployment schedules.

B. Response Times to Calls

Response times often represent an important issue that citizens are sensitive to. In the minds of those who call the police, their request is the most important concern for them at that moment. They want the police to respond as quickly as possible.

Knowing this, the police devise a means to prioritize service calls by the nature of the request and the safety or danger associated with each. This allows agency personnel to manage the call demand efficiently and ensures those with the highest emergencies receive the quickest responses.

One way of determining the effectiveness of an agency’s quality of service is to examine response times for the most serious types of calls. That information is provided below in Table #4:

Table #4: Response Time to High Priority Calls within The Woodlands*

	2018	2019	2020	2021
Priority 1 Calls	5:10	5:06	5:25	5:20
Priority 2 Calls	8:27	8:16	7:22	7:51
Priority 3 Calls	11:51	11:57	10:37	11:12

**Source: MCSO for January – June 2021*

The response times have been consistent over the past 3.5 years. It is important to note that Priority 3 calls present no significant threat of serious bodily injury or major property damage. These calls are usually related to filing offense reports to document what occurred at the scene of an incident.

Based on our experience, response times to these calls are very good.

C. Crime

The Federal Bureau of Investigation (FBI) operates a Uniform Crime Reporting (UCR) program that is designed to capture crime information in accordance with two separate reporting categories: Part I and Part II Crimes. Police agencies can voluntarily decide if they want to participate in this program. If they do, they abide by the reporting guidelines set forth by the FBI and report their crime incidents accordingly.

Agencies provide data on 8 major crimes: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Burglary, Larceny-Theft, Motor Vehicle Theft, and Arson, which are collectively referred to as Part I crimes.¹³ Criminal homicides, forcible rapes, robberies, and

¹³ The eighth crime is Arson and has been excluded from this report.

aggravated assaults are referred to as “violent crimes” because of the manner in which they are committed. Burglaries, larceny-thefts, and motor vehicle thefts are referred to as non-violent crimes and often account for the most frequent types of crimes occurring in a community.

Part I crimes occurring in The Woodlands for the past three full calendar years are provided below in Table #5:¹⁴

Table #5: UCR Part I Crime within The Woodlands Township for 2018 – 2020*

Crime Type	2018	2019	2020	Grand Totals:
Criminal Homicide	1	2	1	4
Forcible Rape	50	63	35	148
Robbery	38	39	33	110
Aggravated Assault	62	69	60	191
Subtotals:	151	173	129	453
Burglary	99	156	101	356
Larceny – Theft	1,053 (312 Shoplifting)	1,170 (388 Shoplifting)	842 (296 shoplifting)	3,065 (996 shoplifting)
Motor Vehicle Theft	53	57	67	177
Subtotals:	1,205	1,383	1,010	3,598
Grand Totals:	1,356	1,556	1,139	4,051

* This data was provided by the MCSO.

Observations:

1. It is very problematic and not recommended to compare specific crime rates between municipalities as there are far too many variables accounting for differences from one jurisdiction to the next.
2. Larceny-theft is the most frequent Part I crime occurring in The Woodlands. Shoplifting accounts for 32% (3,065/996) of that crime count. It also represents 24% (4,051/996) of the total Part I crime offenses occurring in The Woodlands. *The police have no control over this offense.*

¹⁴ The Harris County Constable Office (HCCO), Precinct 4 and the MCSO compile separate crime databases and forward their respective information to the Law Enforcement Services Office in The Woodlands Township. Crime information is consolidated into “Crime Categories of Note” and published in Executive Summary Reports. We opted to use the UCR format for Table #5 as it represents a universally accepted format for reporting crimes. We determined from an analysis of 24 months of data within The Law Enforcement Services Office monthly reports, that Creekside Park generates approximately less than 2% per month of the total number of Crime Categories of Note within The Woodlands.

Police agencies also monitor the type and volume of Part II crimes, which represent minor offenses. Although they represent a significant amount of work for the police, these offenses seldom garner much public attention.

A “significant sample” of Part II crimes occurring in The Woodlands for the past three calendar years is provided below in Table #6:¹⁵

Table #6: Part II Crime Within the Woodlands Township 2018 – 2020*

	2018	2019	2020	Totals:
Simple Assaults	378 (63.2)	381 (61.1)	397 (58.7)	1,156 (60.7)
Fraud	375 (19)	404 (22.2)	489 (30.8)	1,268 (24.4)
Vandalism	420 (16.7)	452 (68)	324 (5.8)	1,196 (10)
Drug Abuse	448 (86.3)	300 (65.5)	209 (82.7)	956 (79)
Driving Under Influence	178 (80.1)	132 (62.1)	155 (89)	465 (78.2)
Totals:	1,799	1,669	1,574	5,042

** This data was provided by the MCSO. Only the five most frequent offenses are contained within this Table, collectively representing 85.7% of the total Part II crimes occurring within The Woodlands.*

Observations:

1. The numbers in parentheses represent percentage clearance rates for each offense. For example, in 2020 there were 397 simple assaults; the police cleared 58.7% of those offenses.
2. Officers rather than detectives typically handle these types of offenses.
3. For each year, these five Part II crimes collectively exceed the number of Part I crimes occurring in The Woodlands.
4. The most significant reduction across the three years is “drug abuse,” which declined by 53% from 2018 to 2020.

Based on our experience, the clearance rates for these offenses are extremely good.

Crime is a significant factor in determining staffing and deployment levels for several reasons. First of all, the nature of the crime, its location, and frequency are important when determining where to allocate personnel. Second, the amount of time spent handling crime incidents is significant, primarily due to the time involved in conducting an assessment of the crime scene, conducting interviews with involved parties, and the creation of incident reports (collectively referred to as conducting an initial or preliminary investigation – as opposed to detectives who conduct follow-up investigations).

¹⁵ Crime data in Table #6 was specifically requested from the MCSO. We did not make a similar request to the HCCO Precinct 4 as the data in Table #6 represents a vast majority of Villages within The Woodlands.

D. Investigative Clearance Rates

Knowing how much and what type of crime is occurring within a community are important, but even more compelling is knowing how successful the police are in clearing cases. The community doesn't want criminals on the loose to victimize citizens indefinitely.

What tends to get lost in the discussion about detectives is the nature of their work and how it is measured:

1. Detectives are highly dependent on the quality of the preliminary investigative report written by the responding police officer to the crime incident. The more thorough the preliminary investigation, the less repetitive work a detective has to do. The opposite is also true — a poor preliminary investigation means the detective has to retrace the work that should have already been done. Hence, it is important for responding officers to have sufficient time to conduct their preliminary investigations.
2. Even if a thorough report is provided to a detective, unless there are sufficient clues (solvability factors in police jargon) for the detective to work with, the case may end up being sent to file, not to be worked, until other information becomes available. It is not the fault of the police if insufficient clues exist that diminish the probability of capturing the suspect.

Part I clearance rates for crimes occurring in The Woodlands are shown below in Table #7:¹⁶

Table #7 - Clearance Rates*	2018%	2019%	2020%	UCR % 2019**
Criminal Homicide	100	100	100	60.9
Forcible Rape	53.1	40.9	76.4	30.6
Robbery	50	41	57.5	29.9
Aggravated Assault	72.6	57.3	69.5	50.2
Sub Totals:	61	48.2	67.7	43.3
Burglary	22.2	13.4	10.9	12.8
Larceny - Theft	24.1	21.1	22	16.4
Motor Vehicle Theft	9.4	16.3	10.1	12.1
Sub Totals:	23.3	20.1	19.9	15.4
* This data was supplied by the MCSO and is expressed in percentages.				
** This data represents Uniform Crime Report (UCR) Part I clearances from 217 cities - population 100,000-249,999 to serve as a basis of comparison. 2019 is the most recent entry for National UCR data.				

Observations: According to UCR guidelines, a case is cleared by arrest or exceptional means. "Exceptional means" is defined as the identification of the offender; evidence exists to support the arrest; the exact location of the offender is known; circumstances outside the control of the police prohibits an arrest, charging and prosecuting the offender (e.g., the offender committed suicide or died of natural causes, the victim refuses to cooperate, or extradition efforts to return the suspect failed).

Overall, the Part I crime clearance rates are very good.

¹⁶ We did not request this information from the HCCO Precinct 4. Again, we felt the data in Table #7 represents the vast majority of case clearances occurring within The Woodlands.

E. Complaints and Commendations

Citizen satisfaction or dissatisfaction is a difficult factor to determine. Absent conducting public surveys, feedback comes from: 1) face-to-face interactions, which are not captured officially; 2) citizens lodging complaints with the department; and 3) citizens sending in letters of appreciation/commendation. Collectively, this type of information is seldom shared with citizens unless it is specifically requested.

With the assistance of the MCSO personnel, a brief tabulation was made of the number of complaints and commendations filed by residents of The Woodlands. The number of complaints filed during 2018 – 2020 was 15 with one withdrawal. The number of commendations for 2020 was 20; and for the first six months of 2021, 17 commendations were received.¹⁷

Considering the hundreds of thousands of interactions between residents and deputies during the course of this three-year time period; the number of complaints is very low.

F. Why Is This Information Important?

Taken in totality – calls, response times, crime, clearance rates, complaints and commendations – residents of The Woodlands are receiving very good service from the MCSO.

Can the MCSO account for how patrol deputies spend their time? Yes, the CAD system adequately accounts for call types and police task activity.

Are response times unreasonable? No, they have been consistently good over time.

Is the crime rate high? No, it has been consistently low.

Are clearance rates adequate? Yes, they are extremely good, especially when Part I crime clearances are compared to the national indices for comparably sized cities.

Is there evidence of widespread dissatisfaction with the MCSO's performance or the behavior of its personnel? No.

Whenever there is a major change in how police services are provided (i.e., creating new police department), residents are at risk of not receiving the same or improved levels of service they are accustomed to. Service levels are very heavily dependent on what a community is willing to spend, keeping in mind that over time, costs will continue to escalate.

¹⁷ Commendation documentation is typically placed in an officer's personnel file as opposed to being placed into a database. The request to identify the number of accommodations was limited to just two-time periods to minimize time spent accounting for this information.

IV. Patrol Staffing Considerations

There are no universal staffing models available to police chiefs/sheriffs, which further complicates this task. Wilson and Weiss claim: “the staffing landscape, particularly that portrayed by the respondents and focus group participants in our study, is one characterized by complexity and uncertainty. While the staffing experience appears to vary by agency, a common thread is that the determination of staffing need warrants greater attention.”¹⁸

Research conducted by Wilson and Weiss (2014) revealed four basic approaches to staffing: per capita, minimum staffing, authorized level, and workload based are in use across the United States. Each differs in its assumption, ease of calculation, usefulness, validity, and efficiency:

1. **Per Capita Approach:** The *per capita method* requires determining an optimum number of officers per person and then calculating the number of officers needed for the population of a jurisdiction. “To determine an optimum number of officers per population—that is, an optimum officer rate—an agency may compare its rate to that of other regional jurisdictions or to peer agencies of similar size. Although it is difficult to determine the historical origin of or justification for the per capita method, it is clear that substantial variation exists among police departments.”¹⁹ This method produces a statistic usually displayed as: 2.6 officers (number varies, not an absolute) per 1,000 residents.
2. **Minimum Staffing Approach:** The *minimum staffing* approach requires police supervisors and command staff to estimate a sufficient number of patrol officers that must be deployed at any one time to maintain officer safety and provide an adequate level of protection to the public. “There are no objective standards for setting the minimum staffing level. Agencies may consider population; call load; crime rate; and other variables when establishing a minimum staffing level. Yet many agencies may determine the minimum necessary staff level by *perceived* need without any factual basis in workload, presence of officers, response time, immediate availability, distance to travel, shift schedule, or other performance criteria.”²⁰
3. **The Authorized/Budgeted Staffing Approach:** this approach uses budget allocations to specify a number of officers that may be allocated. “Although the authorized level may be determined through a formal staffing assessment, it is often driven by resource availability and political decision-making. The authorized level does not typically reflect any identifiable criteria such as demand for service, community expectations, or efficiency analyses, but may instead reflect an incremental budgeting process.”²¹
4. **The Workload-Based Approach:** this approach is based on work demand information and accounts for other service-style preferences, agency features and characteristics.

¹⁸ Wilson, Jeremy M. and Alexander, Weiss. 2014. *A Performance-Based Approach to Police Staffing and Allocation*. Washington DC: Office of Community Oriented Policing Services, p. 18.

¹⁹ Ibid. p. 22.

²⁰ Ibid. p. 24 – 25.

²¹ Ibid. p. 26.

“Learning how to conduct a workload-based assessment may be challenging for police administrators. Typical workload models are complicated and require intensive calculations. They also require decisions on a wide array of issues that are very difficult for officials and communities to make—such as how frequently streets should be patrolled—and do not uniformly account for discretionary activities, such as time for community policing [responsibilities] and other officer-initiated activities.

Software programs may simplify the analytical process, but their methods are not always clear and can be inappropriate for some agencies. The cost of purchasing these software programs can be substantial, as can the training of staff to use them. These programs can be helpful for scheduling purposes, but less so as a tool for optimizing resources. Rather than relying on software, some agencies hire outside assistance to assess their workload. This may be more costly than conducting the analysis “in-house,” but the analysis will benefit from experience, the results may carry greater weight among decision makers because they are independent, and, in most cases, the cost-savings of creating a more efficient staff allocation more than offsets the costs of the analysis.”²²

Thus, Wilson and Weiss “suggest that, even with shortcomings, allocation models based on actual workload and performance objectives are preferable to other methods that might not account for environmental and agency-specific variables.

Agencies could benefit from a more popularized workload-based methodology of staffing analysis that is easy to learn, comprehend, employed by administrators, and, importantly, helps to effectively manage an officer’s uncommitted time. No single metric or benchmark should be used as a sole basis for determining an agency’s staffing level.²³ Rather, agencies should consider metrics in light of professional expertise that can place them in an appropriate practical context.”^{24 25}

Why is Wilson and Weiss’s commentary on staffing models important?

It allows one to loosely classify Novak’s approach to patrol staffing as a “workload-based” methodology. While this is a preferred approach compared to Wilson and Weiss’s other options, the manner in which Novak conducted their methodology is highly suspect for a number of reasons.

A. Novak’s Hybrid Patrol Staffing Model

1. The Novak Report did not discuss how the current patrol staffing levels within The Woodlands were initially established:
 - a) Was it based on contract demands put forth by The Woodlands’ elected representatives? If so, was this decision adequately justified? Was it based on citizens’ perceived fears, visibility complaints, response time deficiencies, or perceived insufficient attention to crime and disorder

²² Ibid. p. 27.

²³ Fritsch, Eric J., John Liederbach, and Robert W Taylor. 2009. *Police Patrol Allocation and Deployment*. New York: Prentice Hall.

²⁴ Wilson and Weiss, 2014, p. 28.

²⁵ The “Personnel Allocation Model” (PAM) for Law Enforcement is one such tool and can be obtained by contacting the National Highway Traffic Safety Administration (NHTSA).

problems? Local politicians/community leaders/activists rarely understand the intricacies of police work and are typically unable to validate their demand(s). That is why it is common for them to simply ask the sheriff for more personnel and pay for it.

- b) Were the number of deputies based on what various MCSO sheriffs thought was appropriate given their understanding of the status of call demands, levels and types of disorder and the frequencies of crime occurrences? Did the past and present sheriffs have the option of balancing resource allocations between The Woodlands and the remainder of Montgomery County?

Each of these possibilities reflects a degree of reality and perceived necessity, but there is no guarantee the current status of staffing within The Woodlands has a valid underpinning.

2. What did Novak actually do?

- a) Novak failed to sufficiently document how they distinguished reactive calls from other non-call service activities, which Novak labeled as “proactive and administrative”).
 - 1) While Novak identifies these differences, a legitimate question arises as to the accuracy of their calculations. Failure to do so diminishes the reliability of Novak’s recommendation.
- b) Novak justifies its entire staffing methodology on the basis of maintaining consistency with an International Association of Chiefs of Police (IACP) guideline that recommends allocating at least 33% of an officer’s time to proactive policing (no reference citation was included in their report); with the remaining two-thirds divided equally between response to calls for service and administrative duties.
 - 1) Determining how much time an officer spends on uncommitted time is one of several variables used when conducting a work demands analysis. ***Rather than use these other variables (listed below), Novak used this singular variable to justify their staffing recommendation.*** Failure to not incorporate other variables does diminish the reliability of their recommendation.
 - 2) The notion that ideal police performance is divided into equal time segments of 20 minutes is simply unrealistic and misleading. This was an element Novak used to justify its staffing recommendation.
 - 3) The statement that deputies should not spend any more than 20 minutes per call is not true. This was an element Novak used to justify its staffing recommendation.

B. Critique of Novak's Patrol Staffing Model

There are several troubling aspects regarding Novak's methodology:

1. When making a patrol staffing determination there are a number of performance variables to incorporate into the protocol. For example:
 - a. The "actual" volume of calls for service and their distribution within the community.
 - b. The agency's priority response code system (i.e., how quickly will the officer respond to different types of calls).
 - c. The frequency of how often one-officer versus two-officer units are used (i.e., the danger factor of a call dictates how many officers should respond).
 - d. What the response time expectations are for different priority response codes.
 - e. What "visibility factor" will be used (i.e., how often does one want to see an officer drive through their neighborhood?).
 - f. The actual time spent on handling calls for service.
 - g. What uncommitted time factor will be used (i.e., how much time will an officer be able to spend conducting self-initiated activities involving such things as: suspicious persons/vehicles circumstances, focused deterrence (drug hot spots), traffic enforcement, citizen engagement activities, various problem-solving initiatives, etc.
2. Each of these variables can be adjusted in accordance with policy decisions made by a police chief/sheriff. When combined with other relevant data they produce a more valid and reliable result.²⁶ This type of analysis would include the entire geographical territory of The Woodlands Township (inclusive of the Harris County Creekside Neighborhood).

Novak did not use any of these factors to determine appropriate staffing levels for The Woodlands. Novak started with the number of deputies already in place and attempted to justify why this was a sufficiently valid number.

What does this mean? We know from earlier discussions in this report that the current status of police services in The Woodlands is very good. *What we do not know is if the same level of services could be provided with fewer personnel (i.e., less cost); or, could the level of services improve with more personnel (i.e., more cost).*

²⁶ Hoover, Larry. 2014. *Application of Allocation Model for Patrol (AMP) Allocation Model for Investigations (AMI) to the Staffing Analysis Conducted by The Police Executive Research Forum*. Justex Systems, Inc.

The Woodlands Township should not accept a patrol staffing recommendation based on the use of a very questionable methodology.

C. Concluding Thoughts on Patrol Staffing

Determining the appropriate number of patrol personnel for any given municipality is not easy to achieve. As indicated previously, there are staffing approaches that are relatively easy to use, but those decisions are not based on workload analyses; rather, they are determined by available funding (authorized/budgeting approach), comparisons with other jurisdictions (per capita ratio approach) or just plain estimates (minimum staffing approach).

Novak's methodology does not fit neatly into any of these approaches. It represents yet another way to assess staffing needs, **but their approach is insufficient and unreliable.**

Patrol staffing is the "sine qua non" of any police department. It is the most labor-intensive element because so much is expected of them. As service expectations grow, so will the pressure for officers to do more, which threatens the quality of their work. As workloads increase there will be pressure to hire more officers and assign them to patrol. One cannot afford to make a judgmental mistake when determining what this number should be.

One other inevitable by-product of the Hybrid Model for Patrol is the issue of "command and control." A problem occurs when the patrol field force has "two chiefs." In this instance, during the transition period, some deputies will be under the control of the MCSO while others will be under the control of The Woodlands' police chief.

There was no mention of this in the Novak report.

Matters of shift times, coordinating deployment times and time-off requests, supervisory override considerations, and differences in performance standards represent potential points of divisiveness. Record keeping is another potential problem. Will both agencies use the same Records Management System (primarily needed for storing and accessing vast amounts of information inclusive of offense reports) or will they be different? While deference may be given to the sheriff during the early stages of transition, one can expect this balance to shift during the transition period, eventually requiring the sheriff to defer to the police chief.

This may not have an impact on any budgetary matters, barring any legal action taken against officers/supervisors for mishandling a situation (which was discussed earlier in this report), but it does have an effect on how well everyone works together. This presents an even graver situation when managing investigative services.

V. Investigative Staffing Considerations

Determining the appropriate staffing levels for investigative functions is extraordinarily difficult and there are very few “tools” available to assist police chiefs/sheriffs in this endeavor. We are aware of only one such tool known as the Allocation Model for Investigations that was solely used to help the Houston Police Department assess their investigative staffing needs.²⁷ It is a labor-intensive effort that serves as an excellent tool in guiding discussions about investigative staffing levels.

1. Absent having access to such a tool, is there a standard investigative staffing protocol one could follow?

No. Most agency executives monitor caseload levels (the number of cases a detective can effectively work overtime). If the caseload numbers become “excessive” (open to interpretation as to what that means), demands to increase staff will be made. For jurisdictions with limited resources, one of two things can occur: 1) patrol officers get reassigned to investigations thus reducing patrol deployment and effectiveness, or 2) the duties of patrol officers are modified to absorb more investigative activities i.e., they are allowed to conduct follow-up investigations on certain types of crimes.

2. Are there a set number of cases detectives are expected to work?

No. For a case to be assigned for investigation, there must be sufficient clues (i.e., solvability factors) for a detective to work. There are huge variances in caseloads among the different types of crimes. The nature of the clues dictates, in large part, how much time a detective will need to obtain successful closure (referred to as a case clearance).

3. Given all the gains in technology today, are detectives able to clear their cases more quickly?

Not necessarily. The reason for this is linked to understanding challenges affecting a detective’s productivity:

- a. It takes time to learn how to perform investigative responsibilities and the amount of time varies depending upon the type of crime one is responsible for investigating. This becomes less of an issue as an investigator becomes more experienced.
- b. A detective must read each preliminary investigative report filed by the responding officer.
- c. Detectives must discuss the nature of the evidence collected by the crime scene investigators.
- d. If necessary, discussions with forensic analysts about findings from their analyses must be conducted. Also, forensic examinations take quite a while to complete (e.g., DNA, drug analyses, firearms tracking, etc.)

²⁷ Hoover, Larry. 2014. *Application of Allocation Model for Patrol (AMP) Allocation Model for Investigations (AMI) to the Staffing Analysis Conducted by The Police Executive Research Forum*. Justex Systems, Inc.

- e. Interviews with complainant and witnesses (if any) must be done.
- f. From an investigative perspective, technology advances mean there are more databases available to search. It takes time to learn how to do this with each database. This is one reason why some agencies hire civilian analysts to assist detectives with this type of work.
- g. Detectives interact with prosecutors regarding the status of cases, acquisition of warrants, making an impending arrest or in preparation for trial.
- h. Detectives spend time on the phone, traveling and performing administrative tasks.
- i. Detectives are required to attend annual training classes; and
- j. Detectives are entitled to use personal time off (sick or vacation).

With the exception of taking time off, all of these factors vary in accordance with the type of case(s) being investigated (Homicide versus Robbery versus Burglary versus Theft and so forth).

Investigating crimes is not an easy task. In addition to the above, additional work involves case screening, case assignment, and case management responsibilities – all affecting clearance rates. The efficiency with which these responsibilities are performed has a direct bearing on staffing levels.

A. Novak's Hybrid Investigative Staffing Model

Novak's investigative staffing recommendation includes 12 new total sworn positions and 2 total civilian positions for a total cost of \$1.572 million in Year 4. These positions will be used towards staffing a General Investigations Unit, a Narcotics Unit, a Victim Services Unit, a Professional Standards Unit, and an investigative administrative position (Novak 2020. p. 64).²⁸

Justification for this recommendation is primarily based on replacing what the MCSO personnel already provide. Novak provides a legitimate caveat:

“Detailed statistics regarding detectives’ caseloads and clearance rates have not been made available. However, District Detectives reportedly are assigned 15-20 cases per month. Given that these staff are already assigned to The Woodlands, it is reasonable to assume that a future city of The Woodlands Police Department would need to closely replicate the current staffing level to maintain service.”²⁹

²⁸ These new positions are in addition to the currently funded 4 detectives, 3 of which are assigned to work the Safe Harbor Child Advocacy Center and 1 assigned to the Houston Metro Internet Crimes Against Children (ICAC).

²⁹ The Novak Consulting Group. 2020 Ibid. p. 20.

B. Critique of Novak's Investigative Staffing Model

Consider the following observations:

1. To base headcount on the words of District Detectives without examining any crime data is presumptuous at best. This is not to suggest the feedback from detectives is misleading. But, to make investigative staffing decisions without examining any crime or actual investigative case load data is unwise.
2. The current Interlocal Agreement (Appendix A, Section 3, Subsection 3.09) stipulates the MCSO would be providing investigations/major crime services after incorporation.

We believe this is a very important and fundamental flaw with the Hybrid Model. Here's why:

- a. **First**, effective policing requires teamwork based on a seamless relationship between patrol and investigative personnel. The bifurcation of investigative work between two different agencies is fraught with complications and inefficiencies. There will be:
 - 1) Policy and procedural differences in how case investigations will be managed.
 - 2) Differences in rationale used to prioritize cases.
 - 3) A fundamental lack of information sharing between the two entities.
 - 4) A lack of coordination when conducting investigations.
 - 5) Different databases are not interconnected.
 - 6) An inevitable lack of trust between agencies.

This is not the way to conduct police operations.

- b. **Second**, how investigative responsibilities are to be assigned between patrol and investigative functions is critical. Patrol personnel will handle misdemeanor crimes, according to Novak. While we concur to some extent with the suggestion, clarification is in order.

In actuality, patrol officers will conduct preliminary investigations of all crime calls. Major case investigators generally do not respond to crime calls, nor should they unless they involve a homicide, and even then, their appearance is not guaranteed. Their responsibility is to conduct follow-up investigations that hopefully result in the arrest of a suspect.

Continuity within the investigative function is of utmost importance especially between patrol and investigative personnel. Any disruptions to the relationship lessen the ability to effectively and efficiently clear cases.

- c. **Third**, if one were to accept Novak’s proposed staffing for a “Major Case Squad” the *minimum additional cost would be \$463,685* (Novak 2020, p. 21). We believe costs would be higher due to the increased scope of work and anticipated cost of living adjustments over time.

Absent any clarification, the Hybrid Model as it currently stands will result in the permanent bifurcation of the investigative function during the transition period. This is a very ill-advised move.

3. There was insufficient discussion by Novak concerning the provision of how investigative services would be performed for the following types of crimes:
 - a. Financial Crimes – identify theft, forged documents involving personal, commercial, and governmental entities, credit card abuse, counterfeit currency, fraudulent identifications and financial exploitations of the elderly, etc.
 - b. Special Victims – domestic violence, sexual assault, mental health consumers, addicts, homeless
 - c. Gang Activity
 - d. Computer Crimes – network intrusions, online impersonations, intellectual property rights violations, business email compromise, computer related fraud, theft, the unlawful disclosure or promotion of intimate visual material, etc. and
 - e. Juvenile Crime.

These types of criminal activity cannot be automatically deferred to another police agency.

This warrants serious discussions as to what types of personnel and equipment investments are going to be made because these types of crimes exist now and will continue to grow in frequency. One of the challenges in this area is the reluctance of citizens to report these offenses.

4. With respect to traffic enforcement, Novak suggests existing patrol officers will be responsible for specialized detail assignments, such as accident reconstruction, fatal motor vehicle accidents and commercial vehicle (i.e., trucks) enforcement. Novak bases this on the premise that residents want a high level of patrol service. Therefore, to maintain efficiency, they assign officers the collateral duty of “specialized” traffic investigations.

This sounds practical, but there are significant flaws with this perspective.

- a. First, traffic is a huge issue within The Woodlands. If given the choice to establish a specialized unit and to demonstrate it would have a minimal effect on the provision of other services, residents would want to establish a traffic enforcement unit.
- b. Second, while collateral assignments are to be expected among the rank and file, they usually do not require officers to gain specialized

knowledge needed to perform their new responsibilities. Unless performed on a routine basis, it is likely mistakes will be made when the need arises for the specialized skill sets to be applied.

The new police department should seriously consider additional sworn and civilian personnel dedicated to a new traffic enforcement unit.

5. ***The Novak Report does not address personnel and cost issues associated with how vice- related crimes would be handled.***

This type of police work often invokes public criticism, as some activities are perceived as acts of immorality as opposed to being criminal violations. These offenses are typically conducted behind closed doors, making them even more difficult to detect. However, they must be addressed.

Offenses include, but are not limited to prostitution, illegal gambling (use of illegal gambling devices in local bars, areas of entertainment, businesses, and illegal casinos), sexually oriented business enforcement (e.g., topless clubs serving as fronts for prostitution, massage parlors, and modeling studios) and Texas Alcoholic Beverage Commission (TABC) code violations. Vice personnel also help municipal legal officials in seeking civil injunctions and judgments against these types of establishments.

6. ***The Novak Report does not address personnel and cost issues associated with “regulatory enforcement” activities.***

Township officials have stated incorporation will allow them to create municipal ordinances to address different problems. What comes with this power of regulation is the responsibility to enforce compliance and the costs needed to staff that enforcement. Laws and ordinances without consequence are nothing more than recommendations. Possible areas of concern include, but are not limited to regulating:

- a. Pawn shops,
- b. Operation of burglar and hold-up alarms,
- c. Auto dealers (licensing and regulation of automotive industry through inspections and investigation of citizen complaints),
- d. Vehicular towing,
- e. Apartment security safety provisions,
- f. Boarding home safety provisions,
- g. Within the police agency – regulation of extra employment and compliance with Federal Criminal Justice Information Standards, and
- h. Nuisance abatement (Chapter 125 of the Texas Civil Practice and Remedies Code and Section 101.70 of the Texas Alcoholic Beverage Code [both considered “Texas Nuisance Abatement Statutes”] – where law enforcement agencies can close any piece of property involved in illegal activities, including organized crime, prostitution, sexual assault; and for violations of the TABC.

This necessitates more expenditure as sworn and civilian personnel will be needed to handle these activities.

7. The organizational placement of the “Professional Standards” function under “investigations” (Novak, 2020 p. 65) is inappropriate. Whenever employee misconduct is investigated, it is imperative to minimize who is involved in or has access to the investigative process or reports. This is why most progressive police chiefs/sheriffs have this unit/person working in conjunction with a legal entity either within the agency or the municipality to ensure the integrity of the investigation is not compromised. There is an extraordinary amount of literature available that addresses the importance of conducting internal affairs investigations within police agencies.

We are not confident for the aforementioned reasons the proposed staffing numbers are sufficient given the lack of clarification regarding the overall handling of all investigative work.

Due to the significant differences in work activities between patrol officers and detectives, independent methodologies should be used to determine staffing levels.

C. Thoughts Regarding Crime Lab/ Property and Evidence

The evidence/property functions and crime lab functions are separate and distinct. Each requires unique facilities, professional expertise, management skills and operating systems. They should be separate entities and managed independently.³⁰

Crime Lab – the question regarding the need to create a crime lab, if the The Woodlands Township elects to incorporate, merits attention. Currently, the MCSO is solely responsible for providing some forensic services in the form of fingerprint identification, bloodstain pattern analysis, crime scene reconstruction, tool mark identification and crime scene investigative services.³¹ These services are provided throughout Montgomery County. According to Novak (2020, p. 28), the MCSO’s current annual crime lab budget is approximately \$2 million.

It is important to note that the MCSO crime lab does not directly provide services in the areas of forensic biology (DNA), toxicology, drug analysis analyses. These services, when needed, are provided by a Texas Department of Public Safety crime lab; or, if time is urgent, the MCSO will engage with other contractors.

A major problem confronting all police agencies in this region of Texas is the lack of sufficient public forensic services. Presumably, this is due in large part to a lack of funds to hire more personnel and purchase equipment or a failure to recognize this need even exists.

³⁰ For a more thorough examination of managing an evidence and property room contact the International Association for Property and Evidence, Inc. They provide evidence training classes, evidence certification, and accreditation. They also provide a vast array of standards needed to guide how these types of facilities should be managed.

³¹ For more descriptive information about the MCSO Crime Lab, see their web page: MCSO Crime Lab.

Crime labs are enormously expensive entities, especially as it relates to labor costs; equipment purchase, maintenance, and replacement costs; the time to process evidence, and the time to train and maintain levels of certification. This is an extraordinarily difficult issue for police agencies to contend with today.

This leaves small to mid-size agencies dependent upon larger agencies, since the latter can afford the investment of funds. Because there are so few labs compared to the size of the demand, the time it takes to receive results are extremely long with some of the disciplines (e.g., fingerprints and forensic biology).

Property and Evidence – the law enforcement evidence/property function exists in order for an agency to receive, catalog, safely store, and maintain the integrity of evidence, found property, and property for safekeeping. Of particular concern is the handling of computer evidence storage (see Appendix G).

All police agencies have a fiduciary and legal obligation to store and protect items of evidence and property in their custody. They have an equally important obligation to legally restore property to the rightful owner as soon as practical or dispose of the property in a legal manner. They are also responsible for facilitating the legal disposition of evidence/property in their possession.

In accordance with the 2020 Interlocal Agreement (Appendix A), the MCSO will continue to provide crime lab and crime scene investigations “...to the extent and upon the conditions as the County provides for other municipalities in Montgomery County.”³² Absent further details or clarification, the MCSO will continue to provide all crime scene services to The City of The Woodlands after incorporation. This would automatically include responsibility for property and evidence storage, as that is part of the MCSO crime lab operation.

From an operational perspective, this means MCSO crime lab personnel (i.e., crime scene investigators) will respond to designated scenes, collect relevant evidence, analyze the evidence (except for drugs, toxicology, and DNA), and then be responsible for storing and managing the evidence and property. This is not an unusual configuration for mid-size police agencies given their realistic sensitivity to managing costs.

Where does this leave The City of The Woodlands’ newly formed police department?

To reiterate, under the auspices of the Hybrid Model, the newly formed police department would be dependent upon the MCSO to provide all crime scene evidence related services plus continue being responsible for managing the storage and disposition of property and evidence. This is certainly the preferred approach absent any significant, detrimental future changes in the service delivery arrangement with the MCSO.

Ultimately, if a decision is made to evolve into a Full-Service Model, Novak’s recommendations regarding the creation of a new crime lab for the new police department is ill advised for a number of reasons:

1. The cost of building a facility, hiring personnel, purchasing equipment, establishing accredited protocols, among many other operational considerations is enormously

³² Interlocal Agreement. 2020, Section 3, Subsection 3.09. Note – this pertains to the decision to adopt the Hybrid Model contained within The Novak report.

expensive, time consuming and difficult to establish and maintain. Alternatively, we believe there are other options worth pursuing.

2. Novak's premise that the MCSO does not regularly provide crime scene support to "large municipalities" fails to recognize the possibility of establishing an agreement between the MCSO and The Woodlands as to what types of crime lab services it could provide and under what types of conditions. This is a more preferred option than incurring considerable expense to replicate MCSO crime lab services within The Woodlands as suggested by Novak.
3. Contracting with private sector entities should be considered as they can provide certain types of forensic services (e.g., DNA, drug, and toxicology analyses). This can minimize time delays. MCSO already does this for DNA analysis in certain instances.
4. Other public regional crime labs exist that may be willing to discuss a contractual arrangement for providing various forensic services for The Woodlands.

Therefore, in accordance with the Hybrid Model, maintaining a contract with the MCSO crime lab services is very important. However, as mentioned earlier, their lab does not handle drugs, toxicology, and forensic biology. The new City of The Woodlands could continue to rely on the relationship between the MCSO crime lab and the Texas Department of Public Safety (DPS) crime lab to handle these other services (despite the processing delays), or they could consider a contractual arrangement with another lab.

VI. Support Services Considerations

A. Community Engagement

Novak's suggestion that The City of The Woodlands Police Department be placed under the control of a sworn hierarchical command structure reflects a traditional approach to managing these responsibilities: one lieutenant, one sergeant, and one officer with the remaining civilian members organized in some form or fashion.

It is our opinion, each of the primary functions within this unit – public information, social media, crime prevention, and the neighborhood watch liaison should all be civilianized.

The only time a sworn presence may be needed is when making certain types of presentations to residents within the villages – and that is not always necessary given the expertise of existing personnel and access to crime prevention literature (in multiple languages) on the department's website.

Qualified media civilians with experience interacting with the media would be better equipped to handle this responsibility than inexperienced, sworn personnel. A more than adequate civilianized command structure can be configured to manage functional responsibilities like media relations and marketing. This entity should report directly to the Office of the Chief.

B. Dispatch and Public Safety Answering Point (PSAP)

There can be no question a computer-aided dispatch (CAD) operation is the primary element needed for a quick response to calls for service.

Novak states that if The Woodlands Township opts to incorporate and establish its own police agency it has one of two choices – 1) enter into discussions with the MCSO and Harris County to assess cost estimations for a continuation of existing services or 2) create its own dispatch operation. Novak then proceeds to estimate the cost associated with establishing a dispatch operation within the city of The Woodlands. *Again, it should be noted, the current Interlocal agreement (Appendix A) states the MCSO will continue providing dispatch services to The Woodlands.*

Until costs for dispatch operations are understood, a meaningful decision cannot be made about establishing an independent facility and operation. Should this issue eventually arise, due diligence is required:

1. Review CAD reports for each Village in The Woodlands to examine time spent processing a call. Specifically assess the time the call was received in the call center to the time when the call was dispatched to a field unit. This is known as "cue delay" and addresses the time it takes to process a citizen's call. If cue delay times are consistently long, there may be a dispatch staffing shortage. If this routinely occurs irrespective of the presence of a high call volume, it may be time to consider another dispatching option.
2. Obtain CAD reports that identify call volume, call type, and distribution of calls within specific locales (i.e., each Village) and across different time periods. This information is invaluable when examining staffing and deployment decisions, identifying call trends, and in assisting crime analysts identifying existing and/or

emerging crime patterns and trends. This information represents the lifeblood of any police agency.

If this information cannot be provided on a timely basis, it may necessitate and justify establishing an independent dispatch operation. If the information is being provided on a timely basis and proves to be accurate; then one must determine if the contracting option and cost is worth the information that is being provided.

C. Crisis Intervention/Hostage Negotiation

Novak offers a two-pronged approach to handling violent situations. One approach is to create a Crisis Negotiation Team consisting of a collateral assignment for an existing cadre of officers to handle hostage situations, barricaded subjects, or similar instances. Under the Hybrid Model, this responsibility will be provided by the MCSO.

Responding to crisis intervention incidents will occur irrespective of The Woodlands police service model. Crisis situations typically (not exclusively) involve domestic violence incidents and encounters with resistant addicts, homeless persons, and various types of mental health consumers, all of whom are usually experiencing a crisis or are creating disorder.

Historically, the police have been required to handle these situations. Sometimes they are successful and sometimes the situation goes horribly wrong and results in injuries or death. To increase the probability of a successful resolution, we do agree with Novak's observation that all officers should receive crisis intervention training but do not believe this is a sufficient response to this issue. Training must also include a focus on tactical decision-making and de-escalation tactics.

A new City of The Woodlands must consider how best to approach the issue of crisis resolution as it pursues the creation of a police agency. ***It requires a multi-functional approach to improve chances of success.***

For example, many municipal jurisdictions have created Recovery Centers for individuals experiencing alcohol and drug addiction (one example is Houston's Recovery Center – Sobering and Addiction Recovery Programs – there are others in Texas) as an alternative to jail. Some jurisdictions have “mental health courts.”³³

Deferring calls regarding mental health consumers to mental health specialists is not just a discussion in some jurisdictions – it has proven to be extraordinarily successful and impressive.³⁴ There are obvious cost implications associated with these approaches but

³³ See: “*Mental Health Courts Reduce Recidivism Among Adults with Mental Illness*,” American Psychiatric Association, August 15, 2017. For Texas, see: “Government Code: Title 2. Judiciary Branch: Subtitle K, Specialty Courts, Chapter 125, Mental Health Court Programs.

³⁴ This discussion has gained much more traction lately as a result of many questionable police shooting incidents. Various types of calls for defunding the police have centered on legitimate questions as to why the police are involved in complicated behavioral incidents when other qualified personnel outside police organizations may be available to resolve said incidents. Both the Houston Police Department (HPD) and the Harris County Sheriff's Office (HCSO) have a history of demonstrating how successful these alternative responses can be. For further information, contact either agency to learn more about the HPD's Mental Health Division, the

establishing this type of relationship with mental health specialists is well worth the investment. *The Novak Report did not include any discussion regarding this perspective.*

D. Policy and Planning and Accreditation

Basically, we concur with Novak's recommendation to establish this function and encourage seeking some form of accreditation either through the Texas Police Chief's Association or the Commission on Accreditation for Law Enforcement Agencies. Consider also the International Organization of Standards (ISO) as an accrediting source.³⁵ Novak recommends a sworn person to head up this unit, but a qualified civilian can also perform the job and will receive internal agency support knowing the chief has given the individual authority to act on his/her behalf.

We would also suggest giving credence to assigning the "quartermaster" function to this unit since a tremendous amount of planning is required to identify, purchase and distribute uniforms and equipment to personnel. This will require the hiring of civilian personnel to handle these responsibilities. These individuals could perform collateral research responsibilities within the unit.

E. Real Time Crime Center – Crime Analysis & Criminal Intelligence

To avoid confusion, there is a difference in terminology – crime analysis refers to the identification of existing and/or emerging crime patterns and trends. Hence: crime analysis is a method used to constitute a form of criminal intelligence.

Criminal intelligence is a much broader concept used to describe the gathering of information, using multiple techniques, designed to identify crimes and it is used to interdict or prevent crime from occurring.

While Novak proposed for the Full-Service Model to hire a civilian to serve as a crime analyst, this position was **not** included in their Hybrid Model proposal. We strongly recommend a crime analyst position be funded within the Hybrid Model and propose the individual be assigned to the commander over the patrol function; unless the MCSO would be amenable to allowing this person to work as a member of their Real Time Crime Center.

Currently, the crime analysis function is **not** covered within the current ILA with MCSO. If this issue were not adequately addressed, it would be a huge disadvantage as there would be no way to analyze crime trends and patterns, making it extremely difficult to interdict and/or prevent crime incidents from occurring throughout The Woodlands.

HCSO's CORE (Clinician and Officer Remote Evaluation) program, use of crisis intervention response team tactics, behavioral health investigations, behavioral health training units, and working with the homeless. These represent sterling examples of how redirecting public funding can be beneficial to one's community.

³⁵ The Houston Police Department has been using this method for the past several years and has attained ISO certification for ten organizational entities. The process has practical relevance for the agency and has almost zero costs when compared to CALEA requirements. For further information, contact Mr. John Cantu, assigned to the Risk Management Division.

F. Recruiting and Training

As part of the Full-Service Model, Novak proposes the creation of one sergeant and one officer, at a cost of \$244,195 to handle recruiting and training responsibilities. However, Novak's only reference to recruiting and hiring under the Hybrid Model was to acquire a "Human Resources Generalist to support HR-related issues among Department personnel" (p. 66). The need to perform recruiting and hiring responsibilities are required irrespective of which service model is pursued.

The Novak Report has not only excluded this cost from the Hybrid Model, it has completely underestimated the intricacies of recruiting and hiring sworn and civilian personnel to work within a police agency.

With regards to police training under the Full-Service Model, Novak stated these services would continue to be provided by the MCSO (p. 38); however, this situation has changed by virtue of the current ILA (Appendix A) in which training was **not included** in the agreement with the MCSO.

Thus, there is no viable discussion within the Hybrid Model as to how any training will be provided to newly hired personnel. This is an immense problem. Without hiring and training of qualified candidates, a police department cannot be established.

Consider the following observations:

1. There are legitimate concerns that Novak's proposed staffing level is insufficient to handle recruiting duties. *Serious consideration should be given to hiring a temporary team of sworn personnel (from other agencies) to assist in this endeavor. This would have cost implications but might be well worth the investment since it the terms of the arrangement could be periodic and short-term.*

A caveat: when staffing a new police agency, the tendency is to recruit and hire personnel who have already served as police officers in other jurisdictions. Caution must be exercised when hiring former police officers that have a questionable history of misconduct. It is very difficult to discover this behavior as some jurisdictions have policies and/or laws prohibiting the release of this type of information. The implication for the agency's hiring practices (i.e., conducting background checks) requires involvement by personnel who know how to address these issues.

2. Potential recruits will come from three primary pools: people new to policing, law enforcement retirees looking for a second law enforcement career and exiting military personnel. Presently, there are three factors affecting recruiting efforts: 1) a reluctance to join due to perceived low pay (compared to private sector opportunities), 2) the perceived danger aspect of the job and 3) intense competition from other agencies.

Other than focusing on the versatility and excitement of police work, decisions to join or move from one department to the next are contingent on salary packages and pension status – how competitive will The Woodlands package be? Although the Austin Texas police department is not a comparably sized agency compared to a

prospective Woodlands police department, their compensation package can serve as a model framework for The Woodlands to consider – See Appendix F.

3. Training is a serious challenge for a newly formed police agency. Novak’s Hybrid Model proposal was silent regarding how this responsibility will be managed. Clarification is in order:

- a. Under the Full-Service Model, Novak was correct to assume a dependency on hiring graduates from pre-employment training academies sanctioned by the Texas Commission on Law Enforcement (TCOLE).³⁶ This assumption holds true for the Hybrid Model as well. Unfortunately, this training is not nearly as intensive as department in-house recruit training programs, but at this stage, the only other option is hiring a retiree or transferee from another agency who still possesses a valid TCOLE license.
- b. Each newly hired sworn would need to complete an “orientation” program (sometimes referred to as a “Lateral Training Academy”) designed to acclimate the person to the rules, regulations, local laws, refresher training on tactics, and other important topics unique to The Woodlands department. One would assume the executive staff of the new police agency (which should be the first to be hired) would conduct this training; but there was no mention of this in Novak’s description of the Hybrid Model.
- c. Upon completing the orientation program, new recruits would be assigned to the field, but would still need field training. It cannot be assumed that just because a person graduated from an academy program, they are capable of performing in the field. Field training programs are designed to determine if the sworn can actually perform the job. *The Woodlands may not have anyone capable of performing this job; thus, this would necessitate discussions with MCSO to see if a contractual arrangement could be worked out.* This is very unusual and is not very common, but that does not mean it could not be accomplished.

Then again, no agency may want to assume the liability for taking this on, so those types of discussions would also need to occur. *If the decision is to ignore the field training option, the department and municipality will be subject to liability lawsuits (e.g., failure to train, failure to supervise) should the employee’s conduct and performance come into serious question.*

- d. Lastly, in-service training commitments for sworn personnel are a requirement by TCOLE; plus, the chief of police may want his/her personnel to be exposed to various training topics each year. Again, while Novak has suggested one sergeant and one officer are responsible

³⁶ The mission of the Texas Commission on Law Enforcement, as a regulatory State agency, is to establish and enforce standards to ensure that the people of Texas are served by highly trained and ethical law enforcement, corrections, and telecommunications personnel.

for this (in addition to their collateral recruiting duties) under the Full-Service Model, the report was silent for the Hybrid Model. Serious consideration should be given to initially hire *qualified sworn personnel to provide this training for them until they reach a point in time they can do so independently.*

- e. The Novak Report did not provide adequate information regarding how the training of civilian personnel would occur.

This discussion has focused more on “how” the work will be performed, but one must not minimize the cost implications associated with training department personnel. The primary concern is this: **if training is not handled properly, the potential for lawsuits eventually surfacing is unquestionable** – and they will be costly to the municipality.

G. Patrol Vehicles – The Four-Year Acquisition Costs Are Understated by \$6.1 Million

Page 45 of The Novak Report states “*Assuming all sworn staff are issued take-home vehicles to increase responsiveness and visibility, the estimated number of fleet vehicles required is approximately 150. Applying the estimated unit cost of \$51,821 to this fleet requirement results in an estimated cost of \$7,773,150; however, The Woodlands already owns vehicles utilized by MCSO Patrol Deputies and has the Right of First Opportunity to purchase County owned vehicles assigned to other MCSO staff operating in The Woodlands.*”

Several key points must be made:

1. The number of 150 was the target number for the Full-Service model. The target in the adopted Hybrid Model is 135. This will be the number used for projecting costs in the Table #8 cost analysis below.
2. The unit cost of \$51,821 is understated by \$23,179. In CY2021 a fully equipped patrol vehicle costs \$75,000. Because of the incorrect unit cost, the total cost projection is understated by many millions.
3. **The Novak Report’s estimated cost of \$7.73 million never appears in any of the cost projections or tables, or anywhere else in the report.** Why is such a significant number with great financial impact not analyzed in the report?
4. On page 58 the Novak Report states that “*Because the Township currently provides contract staff with approximately 95 vehicles, only net new vehicle startup costs are illustrated.*” The Novak Report appears to assume that because the Township budgets (currently \$718,432) and funds replacement vehicles for the MCSO that it therefore owns them – and does not consider the need to buy 95 additional vehicles. No documents or agreements with MCSO are cited or provided to support this conclusion. **To the contrary**, vehicles and equipment are the property of Montgomery County. It is the County that holds title to the vehicles.

The Interlocal Cooperation Agreement (Appendix B, Article 3 – Patrol Vehicles and Equipment) is clear that vehicles and equipment are the property of the County and subject to State law regarding disposal of County property. This was agreed to and signed by County Judge Mark Keogh and Township Chairman Gordy Bunch on December 18, 2020. We cannot find any documents or agreements stating that The

Woodlands Township owns the vehicles and/or has “Right of First Opportunity to Purchase,” or any other documents that would supersede the ILA or supersede state laws on asset dispositions. Nor is there a plan in the Interlocal agreements to transition vehicles back to the City. Absent any such lawful agreements on ownership or transition, the City of The Woodlands would have no option but to purchase the needed patrol vehicles.

How many vehicles need to be purchased if the City decides to provide take-home vehicles to all sworn? More fundamentally, how many vehicles are needed even without a take-home policy? No information was provided for this baseline. Page 63 (in the Hybrid model) shows 135 sworn. But Table 48 (p. 67) shows **only 27 vehicles scheduled for purchase** – and Table 49 shows 123 vehicles for ongoing annual maintenance (not purchase). No explanation is given as to the incremental 96 (123-27) vehicles – but it is likely these are the vehicles Novak assumes The Township owns as discussed in the paragraphs above.

The real question: if 27 vehicles are to be purchased at startup (year 1) then the remaining 108 (135-27) should be procured over the next three years. ***However, there is no plan in The Novak Report to procure the additional 108 vehicles.***

If purchased at 36 vehicles per year, the four-year cost will be (including an annual 2% growth factor) \$10,453,342 – \$9 million more than stated in The Novak Report. However, this number is reduced by the fact that the Township already budgets annually for vehicle replacements for MCSO. We assume that this budget would continue – and it would have to be increased to an annual budget of around \$2.8 million.

The information in the Table #8 below represents actual, current costs to buy and properly equip a patrol vehicle – and the total costs for building a patrol fleet.

Table #8 – Projected Costs for Patrol Vehicles

All Sworn To Have A Take-Home Vehicle*	Year 1	Year 2	Year 3	Year 4	Total
New Vehicles Added Annually (Novak, p. 67)	27	36	36	36	135
Costs per Novak (p. 44, 45, 67, 68)					
Unit Cost per Vehicle** (NOTE 1)	\$51,821	\$0	\$0	\$0	
Cost to Purchase	\$1,399,167	\$0	\$0	\$0	\$1,399,167
Existing Budget for Vehicle Replacements	\$718,432	\$732,801	\$747,457	\$762,406	
Total Funding Available for Vehicles	\$2,117,599	\$732,801	\$747,457	\$762,406	\$4,360,262
Actual FY22 Costs per MCSO***					
- Base Vehicle (Chevy Tahoe)	\$38,300	\$39,066	\$39,847	\$40,644	
- Emergency Equipment	\$6,500	\$6,630	\$6,763	\$6,898	
- Installation	\$2,100	\$2,142	\$2,185	\$2,229	
- COBAN Video	\$6,870	\$7,007	\$7,148	\$7,290	
- RADAR Unit	\$1,600	\$1,632	\$1,665	\$1,698	
- MDT Port, Graphics, misc.	\$1,550	\$1,581	\$1,613	\$1,645	
- Gun Box & Locking Dev.	\$2,380	\$2,428	\$2,476	\$2,526	
Base Unit Cost per Vehicle	\$59,300	\$60,486	\$61,696	\$62,930	
- MDC, Scanner, Citation Printer, etc.	\$6,700	\$6,834	\$6,971	\$7,110	
- Radios (mobile & hand-held, ticket writers)	\$9,000	\$9,180	\$9,364	\$9,551	
Total Unit Cost per Vehicle	\$75,000	\$76,500	\$78,030	\$79,591	
Total Funding Needed to Purchase Vehicles	\$2,025,000	\$2,754,000	\$2,809,080	\$2,865,262	\$10,453,342
Novak's Cost Shortfalls	(\$92,599)	\$2,021,199	\$2,061,623	\$2,102,856	\$6,093,080
NOTE 1: We cannot find any vehicle costs in the Novak Report for purchases after Year 1					
*Model assumes linear staff growth after year one					
**Novak Report p. 44, 45 - costs include lightbars, sirens and radios. No other details provided.					
***Provided by MCSO. A 2% esclator causes annual cost increases.					

Further notes on patrol vehicles:

1. **Fleet Rotation:** With a planned life expectancy of 5 years, the patrol vehicles will start rotating out in year 6 and new vehicles will need to be purchased. Likewise with every year thereafter. There will be an ongoing, annual expenditure for vehicles of approximately \$2.5 to \$3.0 million.
2. **Take-home policy:** In its report, Novak assumes all sworn personnel will have a take home-vehicle (p. 45). Worth noting: most sworn personnel will probably not be living in The Woodlands – so the issue of increased visibility is misleading. The reference to providing quicker response to calls or other police issues is also misleading because when personnel are off duty they will not be responding. We believe there is flexibility to assign some sworn personnel take-home vehicles due to the nature of their jobs (i.e., detectives), but strongly suggest this entire issue be revisited as it has significant cost implications.

However, if a take-home vehicle is part of a compensation plan, then the associated costs must be accepted. The value of a take-home vehicle may also constitute imputed income to those who have them.

3. **Facility:** This will need to be considered part of the new police facility, inclusive of a storage area for vehicles that could be used for replacement parts. Labor and parts costs for fleet maintenance will grow proportionately with the size of the fleet, which can be influenced with the take-home policy.
4. **Parts and Body Work:** Novak did not mention if the proposed fleet technicians will be capable of doing bodywork or will this be outsourced?
5. **Insurance:** There was no mention of insurance costs associated with the police department's fleet operation.
6. We concur with Novak's observation that creating a new police department will require the ability to purchase and maintain a fleet consisting of different types of vehicles. We also concur with Novak's reference to considering alternative options of contracting with another city entity or with a private contractor.
7. **Other equipment** used by MCSO may be considered optional, but they are:
 - License plate readers that are approximately \$14,000 per unit (14 used by MCSO)
 - Mobile spotlights mounted with thermal imaging cameras at \$5,300 each; the MCSO has 4 mobile mounts and 4 handheld units. Thermal imaging allows police officers to view images in total darkness and dense smoke.

VII. Is There Another Option?

Rather than commit to a Hybrid model that will seemingly morph into a Full-Service model, The Woodlands Township is encouraged to first explore a different type of contractual program with Montgomery and Harris Counties. It is unfortunate Novak did not explore this option more completely to apprise the Township Board of Directors what viable options exist for The Woodlands.

The Woodlands Township Board of Directors has decided the Hybrid Model is the best of the three law enforcement options should the decision be made to incorporate. Arrangements have been made with the MCSO via the Interlocal Agreement to address police services during the prospective transition time period.

What gives pause, is trying to understand the rationale used to justify incurring enormous expense, which will continually escalate over time, to create a separate police agency. Novak stated:

“The primary disadvantage of the contract model (which is currently in place) is that it inhibits the Township’s ability to unilaterally define its own law enforcement mission, vision, and identity. The new City’s law enforcement staff would remain employees of outside agencies, and The Woodlands would have limited flexibility to enhance some services (such as dispatch) while using contracted staff.”

“Additionally, while incorporation provides The Woodlands with an opportunity to craft City ordinances that could be enforced by law enforcement staff, these ordinances could not be enforced by contracted County Deputies. This could prevent The Woodlands from easily addressing important quality of life concerns using contracted law enforcement staff (Novak 2020 p. 74).”

Failure to explore contractual options because of these two reasons is unfortunate. There are municipalities across the United States that have opted not to spend huge sums of money to duplicate services that already exist. Nor do municipalities want to absorb the liability risks associated with policing. Additionally, the nature and scope of contractual programs has evolved over the years.

The notion that a municipality cannot form its own law enforcement mission, vision, and identity is dependent upon the nature of the contract.

VIII Conclusions

The purpose of this in-depth evaluation was to assess the accuracy and relevancy of The Novak Report's proposal of how law enforcement services would be provided should residents decide to convert The Woodlands Township into a City of The Woodlands via incorporation.

The Novak Report was significantly deficient in several primary areas. First and foremost was their failure to properly assess and calculate the cost of law enforcement services – it was massively underestimated. Second, the patrol and investigative staffing methodologies were insufficient and unreliable; plus, there was no mention of how certain types of crimes would be handled by the newly formed police department. Third, their failure to recognize and adequately explain the importance, cost, and impact of technology on the delivery of police services was unexplainable. Fourth, there were several legal issues The Novak Report failed to identify, all of which have a direct or indirect effect on the cost of law enforcement services. Interspersed throughout this report are numerous discussions about other important issues not identified within the Novak Report but have relevance toward the provision of police services within The Woodlands.

Based on our collective experiences, we believe the current law enforcement services being provided to The Woodlands are very good. Moving forward, it is important for residents to understand how the current ILAs dictate how law enforcement services will be provided. We have attempted to demonstrate the important cost and operational implications associated with these ILAs.

Providing police services is a very complicated and expensive commitment. It is vital residents fully understand what this commitment requires. We have attempted to provide as much insight as possible given the scope of our obligation.

9236
#3 JAN 12 2021

**Consent-County Attorney
Precinct 3**

Commissioners Court-Regular Meeting

TO: Montgomery County Commissioners Court

FROM: BD Griffin, County Attorney

DATE: 01/12/2021

SUBJECT: Accept and record fully executed Interlocal Cooperation Agreement between Montgomery County, Texas and The Woodlands Township for Law Enforcement Services in the Event of Incorporation.

Attachments

Incorporation

INTERLOCAL COOPERATION AGREEMENT
Between Montgomery County, Texas and The Woodlands Township
for Law Enforcement Services in the Event of Municipal Incorporation

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between Montgomery County ("County"), a political subdivision of the State of Texas, acting through its Commissioners Court, and The Woodlands 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 through its Board of Directors ("Board") on behalf of itself and a municipality that may be formed in the future substantially comprising the area within the Township to be named the City of The Woodlands or other named municipality ("City"). The County and the Township are hereinafter collectively called the "Parties."

Recitals

- A. This Agreement sets forth the terms and understanding between the County and the Township regarding the supplemental law enforcement services currently provided by the County to the Township and the transfer and assumption of such services by the incorporated municipality as the successor to the Township in the event that the residents of the Township vote to incorporate all or substantially all of the area of the Township as a municipality.
- B. Residents of the Township may consider incorporation of the Township area at a future date. The County does not advocate for or against any proposed incorporation, and maintains that the decision to incorporate rests with the voters and constituency of the Township.
- C. The Township commissioned studies regarding the process and costs of incorporation, including the costs for governmental services that are currently provided by the County but which will be required to be provided by a municipality upon incorporation.
- D. As of the date of this Agreement, there is no date set for an election for the residents of the Township to consider incorporation. The County and the Township enter into this Agreement to aid the Township and its residents in the determination of if, when and how the ballot for incorporation may be presented to the Township residents.

AGREEMENT

NOW THEREFORE, in consideration of their mutual covenants and agreements, the Parties agree as follows:

Section 1. Definitions

- 1.01. "County" means Montgomery County, Texas, a political subdivision of the State of Texas.
- 1.02. "Township" means The Woodlands 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.
- 1.03. "City" means a municipality that may be formed in the future substantially comprising the area within the Township to be named the City of The Woodlands or other named municipality.
- 1.04. "Incorporation" or "Date of Incorporation" means the date upon which the Township Area, or any part thereof, becomes a municipality under the laws of the State of Texas.
- 1.05. "MSCO" or "Sheriff" means Rand Henderson, Sheriff of Montgomery County, Texas, and his successors in office.
- 1.06. "Supplemental Law Enforcement Positions" means the full-time commissioner contract personnel from the MSCO providing supplemental law enforcement services to the Township pursuant to the Law Enforcement ILA in effect on the date of Incorporation.
- 1.07. "Direct Law Enforcement Positions" means the MCSO positions directly assigned to the Montgomery County Sheriff's District 6 – The Woodlands Operations funded directly by the County without supplemental contribution by the Township and excludes the Supplemental Law Enforcement Positions.
- 1.08. "Township Area" means the geographical limits of the Township as the same may exist in the future.
- 1.09. "Law Enforcement ILA" means the Interlocal Cooperation Agreement, if any, pertaining to supplemental law enforcement services between the County and the Township in effect on the date of Incorporation.
- 1.10. "Current LE Agreement" means the Interlocal Cooperation Agreement pertaining to supplemental law enforcement services between the County and the Township in effect on the date of this Agreement.
- 1.11. "Law Enforcement Incorporation Transition Period" means the period of time beginning with the incorporation of the City as a general law city and continuing until September 30th of the fifth calendar year after the Date of Incorporation; for example, if Incorporation occurs in November 2022, the Law Enforcement Incorporation Transition Period will end September 30, 2027.

1.12. "Direct Personnel Costs" means (1) the base salary of each deputy or commissioned personnel comprising the Supplemental Law Enforcement Positions and/or Direct Law Enforcement Positions as set by the County (including certificate, STEP and longevity pay), in the County's sole discretion; (2) the cost of any overtime incurred will be paid as agreed between the MCSO and the Township up to the authorized overtime budget; (3) FICA at the applicable rate, currently 7.65% of gross salary on each contracted County employee regardless of position; (4) retirement benefits which are currently 12.27% of gross salary on each contracted County employee, but subject to annual modification as approved by the Montgomery County Commissioners Court during the term of this Agreement; (5) medical, life, and worker's compensation insurance premium on each contracted County employee, plus an unemployment compensation fee, currently \$207 per County employee per year but subject to annual modification as approved by the Montgomery County Commissioners Court during the term of this Agreement; and (6) Cost of changes to the listed benefits paid and granted to contracted County employees which may be adopted by County during the term of this Agreement.

1.13. "County Fiscal Year" means the time in each calendar year from October 1st to September 30th of the following calendar year.

1.14. "Effective Date" means the last date this document is executed by all the parties.

Section 2. Incorporation as Municipality

2.01. Requirement of Election: Pursuant to the general laws of the State of Texas and the Township's enabling legislation, in order for the Township to become a municipality the registered voters of the Township must elect to incorporate as a general law city and to approve a maximum initial tax rate at a duly called election on a general election date.

2.02. Agreements effective upon affirmative votes to incorporate: The provisions of this Agreement pertaining to the continuation and transition of services provided by the County to the Township and to the residents of the Township prior to incorporation of the City are contingent upon affirmative votes to incorporate and to set the maximum initial tax rate for the City.

2.03. City bound by Agreement of Township: Throughout this Agreement, the City will be for all purposes recognized as the Township's legal successor-in-interest in accordance with Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended, such that upon incorporation as a municipality, (a) the City will be bound to this Agreement the same as if the City was a party to this Agreement; (b) the obligations of the Township under this Agreement will be assumed by the City, and (c) the obligations of the County under this Agreement will inure to the City.

Section 3. Law Enforcement Services

3.01. Law Enforcement Positions subject to Agreement. As of the date of this Agreement, the Current LE Agreement provides for ninety-two (92) Supplemental Law Enforcement Positions and nineteen (19) Direct Law Enforcement Positions. This Agreement includes and affects the

Supplemental Law Enforcement Positions and the Direct Law Enforcement Positions in existence at the time of Incorporation regardless of the then current number of respective positions.

3.02 Law Enforcement Positions not subject to Agreement. This Agreement does not include or affect any MCSO positions not included as a Supplemental Law Enforcement Position or Direct Law Enforcement Position.

3.03. Transition of Direct Law Enforcement Positions. Upon Incorporation, the County's Direct Personnel Costs associated with the County's Direct Law Enforcement Positions will be transitioned to the City during the Law Enforcement Incorporation Transition Period, as follows:

- 1) From the Date of Incorporation to the end of the then current County Fiscal Year, the County will continue to fund one hundred percent (100%) of the personnel costs of the Direct Law Enforcement Positions;
- 2) The City will fund one hundred percent (100%) of the personnel costs of the Direct Law Enforcement Positions beginning with the County Fiscal Year following Incorporation.
- 3) Prior to the County adopting its budget for each year within the Law Enforcement Incorporation Transition Period, the Parties will agree to reduced staffing of County provided Direct Law Enforcement Positions, if appropriate, based on the City's internal hires in accordance with Section 3.05 hereof.

3.04. Transition of Supplemental Law Enforcement Positions. Upon Incorporation, the County's Direct Personnel Costs associated with the County's Supplemental Law Enforcement Positions will continue to be paid by the City during the Law Enforcement Incorporation Transition Period in the same manner as the Law Enforcement ILA.

3.05. Reduction of Supplemental Law Enforcement Positions. As of the date of this Agreement, the Township Board of Directors selected a "Hybrid Model" for the transition of Law Enforcement Services. The schedule below restricts the number of Supplemental Law Enforcement Positions that can be unilaterally reduced by the City during the Law Enforcement Incorporation Transition Period. After Incorporation, the City will not unilaterally reduce the number of Supplemental Law Enforcement Positions by more than the positions shown in the following schedule:

- (a) The City will continue to fund 100% of the Supplemental Law Enforcement Positions in the County Fiscal Year in which Incorporation occurs and in subsequent years subject to the provisions of this section;
- (b) The City may reduce a maximum of twenty percent (20%) of the Supplemental Law Enforcement Positions in first County Fiscal Year following Incorporation;
- (c) The City may reduce a maximum of an additional thirty percent (30%) of the Supplemental Law Enforcement Positions (cumulative 50%) in the second County Fiscal Year following Incorporation;

- (d) The City may reduce a maximum of an additional thirty percent (30%) of the Supplemental Law Enforcement Positions (cumulative 80%) in the third County Fiscal Year following Incorporation;
- (e) The City may reduce a maximum of an additional twenty percent (20%) of the Supplemental Law Enforcement Positions (cumulative 100%) in the fourth County Fiscal Year following Incorporation;

The Chart below provides an example of the maximum Supplemental Law Enforcement Positions which the City can remove in any given year.

County Fiscal Year	Number of Personnel	Maximum Reduction by percent	Remaining in Agreement if all prior reductions made
1 (Year of Incorporation)	92	0%	92
2	92	20% = 18	74
3	74	30% = 28	46
4	46	30% = 28	18
5	18	20% = 18	0

In the Fifth Year immediately following Incorporation, the Hybrid Model will be fully implemented by the City, and the City shall no longer be responsible for funding any of the Supplemental Law Enforcements Positions and the County and/or Sheriff will not be supplying any supplemental law enforcement services other than those specified in Section 3.09 hereof and those generally provided by the County in incorporated areas of the County, unless a separate interlocal cooperation agreement is signed.

The City is not obligated to reduce any number of Supplemental Law Enforcement Positions. The City may not exceed the maximum reductions in any single year regardless of whether the City did not make any reductions or did not make the maximum reductions in any prior County Fiscal Year, i.e. the City's right to remove Supplemental Law Enforcement Positions from the Interlocal Cooperation Agreement for law enforcement services is not cumulative. Notwithstanding the foregoing, the City and County may mutually agree to reductions of Supplemental Law Enforcement Positions in excess of the amounts provided hereinabove.

The City shall provide written notice to the County and the Sheriff of the number of Supplemental Law Enforcement Positions the City will be reducing or eliminating in the following County Fiscal Year. The notice must be received by the County and the Sheriff on or before June 1st preceding the County Fiscal Year in which the reductions will be made. The notice shall provide the number of Supplemental Law Enforcement Positions to be reduced or eliminated and the date on which the City desires the reduction to be effective.

3.06. Agreement subject to ILA for Law Enforcement. This Agreement, including the provisions of Section 3, is contingent upon the Incorporation. As a result, the Parties anticipate that the County and the Township and/or the County and the City will have an Interlocal

Page | 5

Cooperation Agreement for law enforcement services in effect at the time of Incorporation and during the Law Enforcement Incorporation Transition Period. The example in the chart shown in Section 3.5 above is an example only. The maximum number of Supplemental Law Enforcement Positions that may be unilaterally reduced by the City is subject to the number of Supplemental Law Enforcement Positions provided by the Interlocal Cooperation Agreement for law enforcement services in effect at the relevant time.

3.07. County Personnel. Notwithstanding any assumption of or payment of the Direct Personnel Costs for the Direct Law Enforcement Positions and/or the Supplemental Law Enforcement Positions by the City or any other provision of this Agreement, all law enforcement personnel filling such positions subject to this Agreement shall remain County employees under the direct supervision of the Sheriff of Montgomery County, Texas.

3.08. Continued Employment and Future Employment. Nothing contained in this Agreement shall be construed to provide continued employment or future employment by the County, the Township, the City or any combination thereof to personnel who currently, or in the future, fill the Direct Law Enforcement Positions and/or the Supplemental Law Enforcement Positions. Nothing contained in this Agreement shall be construed to require any specific number of Direct Law Enforcement Positions and/or the Supplemental Law Enforcement Positions to be maintained or provided by the County, the Township, the City or any combination thereof; provided, however, the County shall not reduce the number of Direct Law Enforcement Positions below the number specified in the Law Enforcement ILA. The number of Direct Law Enforcement Positions and/or the Supplemental Law Enforcement Positions will be determined by the Law Enforcement ILA.

3.09. Jail; Specialty Services. From and after the date of Incorporation, the County will house City detainees in the County Jail upon the same terms and conditions as the County provides for other municipalities in Montgomery County. From and after the date of Incorporation, the County will provide the following specialty law enforcement services in the Township Area to the extent and upon the conditions as the County provides for other municipalities in Montgomery County:

- Communications / Law Enforcement Dispatch
- Detectives / Major Crimes
- K9 Unit
- SWAT Team
- Crime Scene Investigation
- Crime Lab
- Auto Theft Task Force
- Hostage Negotiation

Section 4. General Provisions

4.01. Applicable Law; Venue. The construction, enforcement, interpretation and validity of this Agreement shall be governed by the laws of the State of Texas. The obligations of the

parties are performable and venue for any legal action arising out of this Agreement shall lie in Montgomery County, Texas.

4.02. Headings; Construction. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "*herein*," "*hereof*," "*hereunder*" and other similar compounds of the word "*here*" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the County and the Township have contributed substantially and materially to the preparation of this Agreement.

4.03. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

4.04. Litigation. In the event of litigation between the parties with respect to this Agreement, the performance of the obligations hereunder or the effect of a termination under this Agreement, each party shall bear its own costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees and costs.

4.05. No Waiver of Immunity. Neither the execution of this Agreement nor any other conduct of any Party relating to this Agreement shall be considered a waiver by the Party of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

4.06. Legal Holidays. If any date herein set forth for the performance of any obligations by the County, the Township, or the City or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by the County.

4.07. Nonwaiver. Except as otherwise specifically provided for hereunder, no party shall be deemed to have waived any of its rights hereunder unless such waiver is in writing and signed by the party waiving such right. Except as otherwise specifically provided for hereunder, no delay or omission by any party in exercising any right shall operate as a waiver of such right or of any other right. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. All rights and remedies, whether evidenced hereby or by any other agreement, instrument or paper, will be cumulative and may be exercised separately or concurrently.

4.08. Integration; Modification. This Agreement constitutes the entire and final expression of the agreement of the parties hereto and supersedes all previous agreements and understanding of the parties, either oral or written. There are no other agreements, oral or written, between the parties regarding the Property, and this Agreement can be amended only by written agreement signed by the parties hereto and by reference made a part hereof.

4.09. Counterparts; Facsimile or Email Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.

4.10. Term and Termination. This Agreement will terminate at the earlier of (a) sixty-two (62) months after the Incorporation; or (b) December 31, 2029. Notwithstanding the foregoing, the County may terminate this Agreement on sixty (60) days written notice to the Township if: there is no election for the Township to incorporate as a municipality and to set the maximum tax rate for the City held before December 31, 2024, or 2) there is no election held before December 31, 2024 which results in the incorporation the Township as a municipality.

4.11. Notices and Contact Information.

All notices, requests, demands and other communications under this Agreement shall be given by electronic mail and either (i) overnight courier or (ii) hand delivery addressed as follows:

Montgomery County, Texas:

Mark J. Keough, County Judge
501 N. Thompson St., Ste. 401
Conroe, TX 77301
(936) 539-7812
Mark.keough@mctx.org

With a copy to:

B. D. Griffin, County Attorney
501 N. Thompson St., Suite 300
Conroe, Texas 77301
(936) 539-7828
Bd.griffin@mctx.org

Rand Henderson, Sheriff
1 Criminal Justice Dr.
Conroe, Texas 77301
(936) 538-3457
Rand.Henderson@mctx.org

The Woodlands Township:

Jeff Jones, President/General Manager
2801 Technology Forest Blvd.

The Woodlands, Texas 77381
jjones@thewoodlandstownship-tx.gov

With a copy to:

Roberta Cross, Township Attorney
2801 Technology Forest Blvd.
The Woodlands, Texas 77381
RCross@thewoodlandstownship-tx.gov

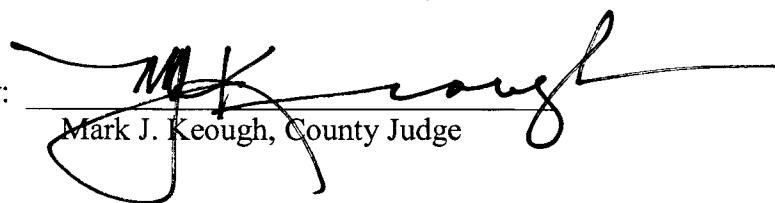
Gordy Bunch, Township Board Chairman
2801 Technology Forest Blvd.
The Woodlands, Texas 77381
gbunch@thewoodlandstownship-tx.gov

4.12. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing, duly authorized and executed by both Parties.

Executed on the respective dates shown below to be effective upon the Effective Date.

MONTGOMERY COUNTY, TEXAS

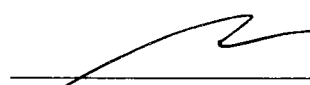
By: _____


Mark J. Keough, County Judge

Date: 12-15, 2020.

THE WOODLANDS TOWNSHIP

By: _____


Gordy Bunch, Chairman

Date: 12/18, 2020.

**Consent-County Attorney
Precinct 3**

Commissioners Court-Regular Meeting

TO: Montgomery County Commissioners Court

FROM: BD Griffin, County Attorney

DATE: 01/12/2021

SUBJECT: Accept and record fully executed Interlocal Cooperation Agreement between Montgomery County, Texas and The Woodlands Township for Supplemental Law Enforcement Services.

Attachments

Supplemental

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN MONTGOMERY
COUNTY, TEXAS AND THE WOODLANDS TOWNSHIP FOR SUPPLEMENTAL
LAW ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement ("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 its 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 by and through its Board of Directors ("Board"). The County and the Township are hereinafter collectively called the "Parties." This Agreement is effective January 1, 2021 (the "Effective Date").

WITNESSETH

WHEREAS, the Township is a Special Purpose district, which is organized and exists for those statutory purposes as provided in its Enabling Legislation which include improving, enhancing, supplementing and supporting public safety and security and law enforcement within the Township; and

WHEREAS, this agreement for supplemental law enforcement services specifically provides for County law enforcement service costs which will be funded directly by the Township as enhanced services; and

WHEREAS, law enforcement services in The Woodlands are currently provided through a community policing program which consists of seven neighborhood policing zones and one tourism community policing zone in the Town Center; and

WHEREAS, the Township desires to have the Sheriff of Montgomery County, Texas ("Sheriff") authorize and direct full time commissioned County law enforcement personnel as defined in Exhibit B attached; and

WHEREAS, the listing of County law enforcement personnel included in Exhibit B reflects personnel by job class (but does not bind specific employees) assigned pursuant to this Agreement and associated annual budget costs of such personnel; and

WHEREAS, the County law enforcement personnel (assigned pursuant to this Agreement from time to time) Working Time (as provided in Article 1) will be dedicated to patrolling the geographical limits of the Township ("Area"), as defined in Exhibit A attached; and

WHEREAS, the Township, in accordance with its enabling Legislation, seeks, via this Agreement, to supplement and not supplant law enforcement services which County is statutorily required to provide, such that the services described herein are in addition to and not in lieu of those which County would otherwise customarily provide in its unincorporated areas absent this Agreement;

NOW THEREFORE, in consideration of their mutual covenants and agreements, the Parties agree as follows:

ARTICLE 1.

The County agrees to authorize the Sheriff to appoint County commissioned personnel to perform the law enforcement services desired by the Township pursuant to this Agreement ("County Commissioned Personnel"), such that the Sheriff will assign full-time County Commissioned Personnel to provide the specified services within the Area. For the calendar year 2021, the Sheriff will assign ninety-two (92) County Commissioned Personnel.

As used herein, the phrase "Working Time" means the usual or normal hours that the County Commissioned Personnel are required to work in any week, exclusive of any extra or overtime worked in the Area, as follows:

- a. While on duty within the Area;
- b. Whenever subpoenaed or otherwise required by the prosecutor to appear in court for cases arising out of events occurring within the Area;
- c. The time the personnel spend preparing reports and documents regarding the events occurring in the Area;
- d. Time spent transporting persons arrested in the Area to jail or to the magistrate;
- e. Time spent investigating crimes or possible crimes committed in the Area;
- f. Time for which the County Commissioned Personnel are on vacation, holiday, compensatory time off, and sick leave. The items listed above are explanatory, and the meaning of "Working Time" is not limited to the descriptions listed.
- g. Notwithstanding the above, should any County Commissioned Personnel require a six month extended absence or greater, the County and Sheriff agree to replace that County Commissioned Personnel with one who is available to work, without regard to the reason for the extended absence.

As used herein, the phrase "Law Enforcement Services" shall include, but is not limited to the following activities during the County Commissioned Personnel's Working Time:

- a. Enforcing the laws of the State of Texas, any county order or ordinance and Township Board Order or Park Rule enforceable by criminal penalty;
- b. Provision of written reports on the first of the month which shall, at a minimum, include those items listed in Article 4;
- c. Attendance at Township Board meetings and additional attendance by the Sheriff's Office liaison when the Sheriff's Office is on the meeting agenda;
- d. Attendance by the commissioned personnel at major community functions within the Area scheduled in advance by the Township;
- e. Participation by the commissioned personnel in National Night Out events within the Area;
- f. Community policing, to include tourism-oriented policing in the Town Center and other similar commercial areas along I-45 by zone within the area; and
- g. Providing supplemental Mutual Aid, as may be needed.

It is the intent of the Parties that the above activities be performed using regularly scheduled hours of County Commissioned Personnel; however, the activities in items c., d., and e. in the above definition of Law Enforcement Services may be allocated to overtime if the County Commissioned Personnel required for same have exceeded their normal Working Time at the time such activities are necessary.

The County Commissioned Personnel shall not respond to routine calls outside the Area and shall only patrol the Area as defined in Exhibit A except in the event of an emergency or when an assigned deputy is working with a Deputy Trainee. The Township understands and agrees that the County Commissioned Personnel have jurisdiction throughout Montgomery County, Texas and accordingly, the assigned deputy and his or her equipment remain and are subject to call for duty in any area of Montgomery County, Texas when, at the sole independent discretion of the Sheriff, extraordinary circumstances arise and the services of the assigned County Commissioned Personnel and their assigned equipment are needed to enforce law and order in any area under the Sheriff's jurisdiction; normally however, absent such extraordinary circumstances, or when a contract deputy is working with a Deputy Trainee, the commissioned personnel assigned to the Township will patrol only the Area.

Nothing herein shall be deemed or construed to alter or diminish the current or planned level of commitment by the County or the Sheriff to the provision of law enforcement services within the Township or the Area. The County and the Township acknowledge and agree that the additional law enforcement services to be provided to the Township are intended to supplement and not replace law enforcement services which the County would otherwise provide in unincorporated areas.

Exclusive of the County Commissioned Personnel, the County authorizes and funds administrative and other law enforcement positions assigned to the Montgomery County Sheriff's District 6, The Woodlands Operations ("Direct Law Enforcement Personnel"). For the calendar year 2021, the Direct Law Enforcement Personnel consist of 19 positions and are described on

Exhibit C to this Agreement. Sheriff or his designee will provide a listing of the Direct Law Enforcement Personnel positions that will be included in The Woodlands Township Division ("Exhibit C"), which may be changed from time-to-time without amending the Agreement. Sheriff or his designee will provide written notice of any major changes as soon as practical and not less than sixty (60) days prior to any annual renewal

ARTICLE 2.

Costs and Number of County Commissioned Personnel

For each year of this Agreement, the County will furnish the Township a salary structure for the County Commissioned Personnel. The Township will be responsible for and agrees to pay County a sum of money, to be known as "Salary and Compensation Cost", which sum the Parties deem as the cost of providing the County Commissioned Personnel for the supplemental Law Enforcement Services within the Township. The Salary and Compensation Costs for the calendar year 2021 are for ninety-two (92) County Commissioned Personnel and are shown on Exhibit B of this Agreement. Changes to Exhibit B will be the subject of an annual Township pre-budget review so that the number and costs of the County Commissioned Personnel may be fixed and provided for in the Township budget. The Township may, with the agreement of the Sheriff, by the provision of 30 days' written notice, increase the number of County Commissioned Personnel to be provided pursuant to this Agreement, subject to Article 5. The Salary and Compensation Cost for such County Commissioned Personnel shall be consistent with County-adopted rates throughout the term of the Agreement, including the following:

- a. The base salary of each County Commissioned Personnel as set by the County (including certificate, STEP and longevity pay); in the County's sole discretion. The cost of any overtime incurred will be paid as agreed between the MCSO and the Township, up to the authorized OT budget.
- b. FICA at the applicable rate, currently 7.65% of gross salary, on each County Commissioned Personnel, regardless of commission;
- c. Retirement benefits which are currently 12.27% of gross salary on each County Commissioned Personnel, but subject to annual modification as approved by the Montgomery County Commissioners Court during the term of this Agreement;
- d. Medical, life, and worker's compensation insurance premium on each County Commissioned Personnel, plus an unemployment compensation fee, currently \$207 per County employee per year, but subject to annual modification as approved by the Montgomery County Commissioners Court during the term of this Agreement;
- e. Cost of changes to the listed benefits paid and granted to County Commissioned Personnel which may be adopted by County during the term of this Agreement;

- f. Five percent (5%) of the total amounts listed in Article 2b (FICA), 2c (retirement benefits), 2d (medical, life, and workers' compensation insurance premiums), and 2e (increases to such benefits) above for costs relative to the administration of this Agreement.

The County shall provide notice of any changes in County-approved rates, benefit recalculations, premium recalculations or other costs which the Township has agreed to pay pursuant to this Agreement within twenty days of such modification. The Township shall pay the Salary and Compensation Costs monthly in response to monthly invoices from the County. The Township agrees to pay not more than \$1,099,600 for overtime programs during 2021 (January - December), during the term of this Agreement. The total amount shall not exceed \$9,375,698 for the 2021 calendar year, inclusive of overtime programs. The Parties intend that primary use of overtime will be for special events or other occasions for which the Township requests additional law enforcement presence. The Township certifies that all payments under this Agreement shall be made from current budget funds lawfully available for such purpose.

Article 3.

Patrol Vehicles and Equipment

The County and the Sheriff shall, at Township's sole expense, purchase and equip a new patrol vehicle for use by any County Commissioned Personnel that may be assigned hereafter, and the new patrol vehicles shall be operated and maintained by the Sheriff in the manner customary for such vehicles used by law enforcement agencies. Vehicles purchased under previous agreements between the Parties related to this subject matter shall suffice if they are still in good condition for law enforcement purposes.

The Parties acknowledge and agree that when the County and Sheriff determine that based upon the number of personnel assigned to patrol within the Area and optimum use of patrol vehicles within the Area, an additional or replacement patrol vehicle is needed, then County shall give written notice to the Township, and, based on Township budget approval, the Township shall advance funds for the purchase or lease and equipping of a new vehicle and the County and Sheriff shall immediately purchase and equip a new patrol vehicle for use by personnel patrolling within the Area. The vehicle shall be marked in the manner customary for the Sheriff's office.

The Parties acknowledge that payment for a new patrol vehicle may occur pursuant to a purchase or lease agreement, as determined by the County. The Township agrees to pay the County acquisition costs as provided below, but not to exceed \$718,432 for all vehicles during the 2021 contract period. The County further agrees that all such patrol vehicles used to provide supplemental law enforcement services pursuant to this agreement shall continue to be designated with The Woodlands branding. At the time of purchasing and equipping new patrol vehicles for which the acquisition cost is funded by the Township hereunder, the County shall provide the

Township with documentation of the vehicle make, model, VIN number, and purchase or lease cost.

The Township shall provide up to \$291,200 in fuel on an in-kind basis for such vehicles in any calendar year. Fuel shall be provided by the Township from its fuel depot located on Millennium Forest Drive or such other location as is determined by the parties. Should the County obtain fuel for such vehicles from sources other than the Township, the Township will reimburse the County for such fuel costs, provided, however, the sum of such fuel costs and the Township's actual cost of fuel provided on an in-kind basis shall not exceed \$291,200 within any calendar year. The parties shall mutually agree to additional funding should fuel and fuel costs exceed the budgeted amount.

The County shall provide maintenance services at the County's cost for the patrol vehicles. It is expressly understood that said vehicles and equipment become the property of the County and subject to State law regarding disposal of County property. It is further understood that the amount due to be paid to the County by the Township for the purchase of such vehicles and equipment shall be the difference between the purchase of such vehicles and equipment and any trade-in value, insurance recovery or other value received by the County in the disposal of damaged or worn-out vehicles or equipment, if any, being replaced. At the time of disposition of each such vehicle, the County shall provide the Township with documentation of the make, model, and VIN of the vehicle being disposed, and the trade-in value, salvage value, insurance recovery or other value received therefor.

The County further agrees to provide uniforms and equipment for all County Commissioned Personnel assigned under this Agreement, said uniforms to be supplied by a distributor designated by the Sheriff.

Article 4.

It is expressly understood and agreed that any County Commissioned Personnel appointed by the Sheriff to provide services within the Area shall be subject to the control and supervision of the Sheriff to the same extent as other MSCO personnel, and that such personnel shall have only the duties and obligations which the Sheriff's deputies and personnel have to the general public. There are no third party beneficiaries to this Agreement.

Township will provide a copy of the boundary map of the Area (Exhibit A) to the County pursuant this Agreement. Such map will clearly mark all Township-owned properties and other property to be served by this contract. If the Township changes its boundaries or acquires more Township-owned property, the Township will provide revised maps as soon as practicable.

The planning, organization, scheduling, direction, and supervision of Sheriff's Office personnel shall be determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of the personnel assigned to patrol the Township Area.

The Sheriff shall give prompt consideration to all requests by the Township regarding County supplemental law enforcement services, including any requested overtime and shall make every effort to comply with those requests where such requests are consistent with good law enforcement practices. The Sheriff agrees to facilitate good communication by providing Township staff with timely notification of proposed overtime scheduling changes for such County Commissioned Personnel, based on either proposed changes to the 29 U.S.C. § 207(k) or "7(k)" work period or changes to the length of a workday shift.

Reports to the Township Board of Directors shall include data specific to the Montgomery County Sheriff's Office that allows the Township staff to continue to compile the Law Enforcement Services report and shall at a minimum include the following:

- a. Significant events and all arrests that occur within the Township;
- b. Trouble spots and crime analysis;
- c. Traffic trouble spots;
- d. Criminal mischief;
- e. Traffic contact; and
- f. Other information the Sheriff deems important or at the request of the Township Board of Directors.

The Township and the County shall maximize the taxpayers' resources by sharing certain available resources, to include use of the Township's Town Hall for sheriff-assigned personnel performing supervisory or Crime Prevention Unit Specialist work funded in whole or in part by this Agreement. The Parties intend to provide Montgomery County Sheriff's Office personnel performing as Crime Prevention Unit Specialists or performing supervisory work at the Captain level the use of a total of 520 square feet of office space and shared conference room space within Town Hall at no cost. This arrangement shall be construed as broadly as practicable so as to provide the widest possible range of cooperation and mutual benefit.

Article 5.

Notices and Miscellaneous Administrative Provisions

Amendment/Modification/Termination. The Parties agree that this Agreement may not be terminated, except by

1. Mutual written agreement of the Parties, or

2. Either Party giving the other Party at least one hundred eighty (180) days' advance written notice of its intention to terminate the Agreement as of the end of the Agreement's term. Notwithstanding the one hundred eighty days advance notice, should either Party terminate this Agreement pursuant to this subsection, the period or term of this Agreement must be terminated so as to coincide with the last day of a calendar month.

3. With or without notice, by County at any time after Township has defaulted in the payment of any obligation hereunder, and the Township has failed to cure such default within ninety (90) days after receipt of notice of default from the County. Should Township at any time be in default hereunder, it agrees to pay for County's expenses incurred in collecting past due amounts, including but not limited to reasonable attorney's fees and costs. Further, Township agrees to pay ten percent (10%) interest per annum on all past due amounts. The amount of expenses incurred, and interest accrued, if any, shall be deemed to be in addition to any monies due for the contractual cost of law enforcement services rendered pursuant to this Agreement.

B. Notices. Any notice required to be given hereunder shall be delivered to:

1. Montgomery County: Montgomery County Sheriff's Office
 #1 Criminal Justice Drive
 Conroe, Texas, 77301;

with copies to:

Montgomery County Judge
501 N. Thompson Suite 401
Conroe, Texas, 77301

and to

Montgomery County Attorney
501 N. Thompson, Suite 300
Conroe, Texas, 77301;

Rand Henderson
Montgomery County Sheriff
1 Criminal Justice Drive
Conroe, Texas 77301

2. Township: President/General Manager
 2801 Technology Forest Blvd.

The Woodlands, TX 77381

with copies to:

Township Board Chairman
2801 Technology Forest Blvd.
The Woodlands, TX 77381

and to

Township Attorney
2801 Technology Forest Blvd.
The Woodlands, TX 77381

Required notices shall be hand-delivered or sent by certified mail return receipt requested. Delivery by the latter is effective upon the date of mailing.

C. This Agreement is to commence January 1, 2021 and shall continue in effect through December 31, 2021. Thereafter, unless terminated in accordance with Article 5, Section A above, this Agreement will automatically renew for successive one-year terms, not to exceed four such renewal terms or otherwise extend beyond December 31, 2025.

D. The terms and provisions of this Agreement constitute the entire agreement between the County and the Township as to the subject matter hereof, and the Parties acknowledge that certain Interlocal Cooperation Agreement for Law Enforcement Services in the Event of Municipal Incorporation relative to the continued provision of certain of the services set forth herein in the event of incorporation of Area. The obligations of the Township to make payments to the County pursuant to this Agreement are subject to appropriation on an annual basis. The Township may therefore alter the funds appropriated and any service required under this Agreement at its discretion as part of its annual budget approval process. The alteration of funding does not require any formal amendment of this agreement but shall be evidenced by a revised budget approval by the Township, and the Township's President/General Manager shall administratively affix each such annual budget approval to this Agreement. No other modification of this Agreement shall be effective unless in writing, signed by both Parties. The County may terminate this Agreement effective upon the last day before the Township fiscal year in which the Township's obligations are not funded upon thirty (30) days' notice if the Township does not appropriate the funds necessary to pay its obligations under this Agreement.

E. This Agreement shall be governed by the laws of the State of Texas. Venue for any claims out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. If any provision of this Agreement shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Agreement, which shall remain in full force and effect.

[Signatures on pages following]

Executed on the respective dates shown below to be effective upon the Effective Date.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Date: 12-15, 2020.

THE WOODLANDS TOWNSHIP

By: 
GORDY BUNCH, CHAIRMAN

Date: 12/18, 2020.

APPROVED:



RAND HENDERSON,
MONTGOMERY COUNTY SHERIFF

Exhibit "A"

Geographical Limits of The Woodlands Township

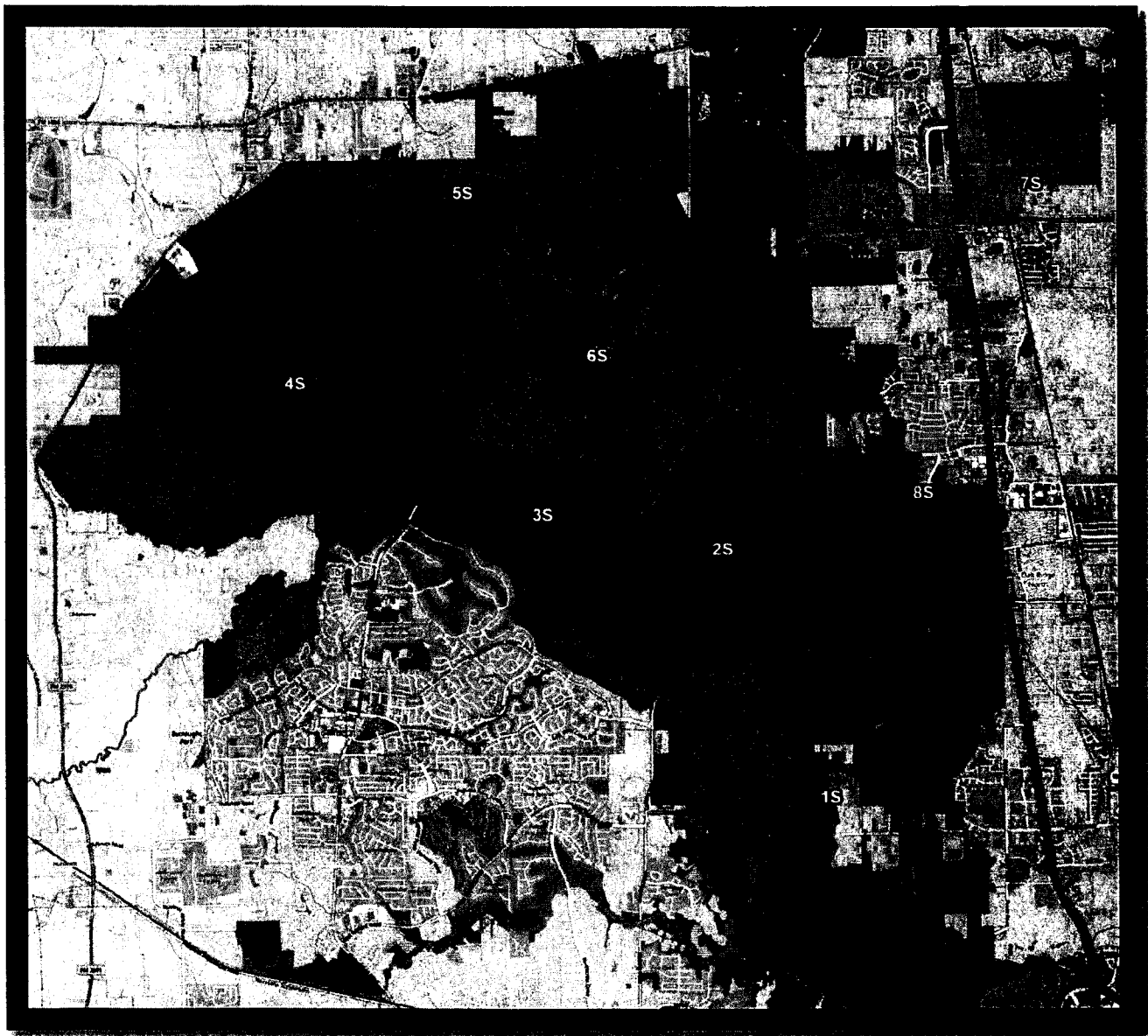


EXHIBIT "B"

Supplemental Personnel

DEPT.	CLASS	POS	Rank	SALARY	FICA 7.65%	INSURANCE \$12,643.00	RETIREMENT 12.27%	TWC \$207.00	TOTAL BENEFITS	ADMIN FEE 5%	TOTAL SALARY + BENEFITS
1	56023	5903	1 Deputy	51,313.60	3,925.49	12,643.00	6,296.18	207.00	23,071.67	1,153.58	75,538.85
2	56023	5903	2 Deputy	73,694.40	5,637.62	12,643.00	9,042.30	207.00	27,529.92	1,376.50	102,600.82
3	56023	5903	3 Deputy	48,755.20	3,729.77	12,643.00	5,982.26	207.00	22,562.04	1,128.10	72,445.34
4	56023	5903	4 Deputy	59,633.60	4,561.97	12,643.00	7,317.04	207.00	24,729.01	1,236.45	85,599.06
5	56023	5903	5 Deputy	56,680.00	4,336.02	12,643.00	6,954.64	207.00	24,140.66	1,207.03	82,027.69
6	56023	5903	6 Deputy	59,092.80	4,520.60	12,643.00	7,250.69	207.00	24,621.29	1,231.06	84,945.15
7	56023	5903	7 Deputy	73,195.20	5,599.43	12,643.00	8,981.05	207.00	27,430.48	1,371.52	101,997.21
8	56023	5903	8 Deputy	72,945.60	5,580.34	12,643.00	8,950.43	207.00	27,380.76	1,369.04	101,695.40
9	56023	5903	9 Deputy	63,668.80	4,870.66	12,643.00	7,812.16	207.00	25,532.82	1,276.64	90,478.27
10	56023	5903	10 Deputy	59,092.80	4,520.60	12,643.00	7,250.69	207.00	24,621.29	1,231.06	84,945.15
11	56023	5903	11 Deputy	53,913.60	4,124.39	12,643.00	6,615.20	207.00	23,589.59	1,179.48	78,682.67
12	56023	5903	12 Deputy	56,680.00	4,336.02	12,643.00	6,954.64	207.00	24,140.66	1,207.03	82,027.69
13	56023	5903	13 Deputy	51,313.60	3,925.49	12,643.00	6,296.18	207.00	23,071.67	1,153.58	75,538.85
14	56023	5903	14 Deputy	51,313.60	3,925.49	12,643.00	6,296.18	207.00	23,071.67	1,153.58	75,538.85
15	56023	5903	15 Deputy	51,313.60	3,925.49	12,643.00	6,296.18	207.00	23,071.67	1,153.58	75,538.85
16	56023	5903	16 Deputy	72,259.20	5,527.83	12,643.00	8,866.20	207.00	27,244.03	1,362.20	100,865.43
17	56023	5903	17 Deputy	53,851.20	4,119.62	12,643.00	6,607.54	207.00	23,577.16	1,178.86	78,607.22
18	56023	5903	18 Deputy	73,257.60	5,604.21	12,643.00	9,988.71	207.00	27,442.91	1,372.15	102,072.66
19	56023	5903	19 Deputy	56,867.20	4,350.34	12,643.00	6,977.61	207.00	24,177.95	1,208.90	82,254.04
20	56023	5903	20 Deputy	72,737.60	5,564.43	12,643.00	8,924.90	207.00	27,339.33	1,366.97	101,443.90
21	56023	5903	21 Deputy	51,313.60	3,925.49	12,643.00	6,296.18	207.00	23,071.67	1,153.58	75,538.85
22	56023	5903	22 Deputy	72,633.60	5,556.47	12,643.00	8,912.14	207.00	27,318.61	1,365.93	101,318.14
23	56023	5903	23 Deputy	59,820.80	4,576.29	12,643.00	7,340.01	207.00	24,766.30	1,238.32	85,825.42
24	56023	5903	24 Deputy	62,046.40	4,746.55	12,643.00	7,613.09	207.00	25,209.64	1,260.48	88,516.53
25	56023	5903	25 Deputy	73,507.20	5,623.30	12,643.00	9,019.33	207.00	27,492.63	1,374.63	102,374.47
26	56023	5903	26 Deputy	59,820.80	4,576.29	12,643.00	7,340.01	207.00	24,766.30	1,238.32	85,825.42
27	56023	5903	27 Deputy	51,313.60	3,925.49	12,643.00	6,296.18	207.00	23,071.67	1,153.58	75,538.85
28	56023	5903	28 Deputy	53,976.00	4,129.16	12,643.00	6,622.86	207.00	23,602.02	1,180.10	78,758.12
29	56023	5903	29 Deputy	72,259.20	5,527.83	12,643.00	8,866.20	207.00	27,244.03	1,362.20	100,865.43
30	56023	5903	30 Deputy	63,086.40	4,826.11	12,643.00	7,740.70	207.00	25,416.81	1,270.84	89,774.05
31	56023	5903	31 Deputy	59,092.80	4,520.60	12,643.00	7,250.69	207.00	24,621.29	1,231.06	84,945.15
32	56023	5903	32 Deputy	63,606.40	4,865.89	12,643.00	7,804.51	207.00	25,520.39	1,276.02	90,402.81
33	56023	5903	33 Deputy	51,251.20	3,920.72	12,643.00	6,288.52	207.00	23,059.24	1,152.96	75,463.40
34	56023	5903	34 Deputy	53,913.60	4,124.39	12,643.00	6,615.20	207.00	23,589.59	1,179.48	78,682.67
35	56023	5903	35 Deputy	51,313.60	3,925.49	12,643.00	6,296.18	207.00	23,071.67	1,153.58	75,538.85
36	56023	5903	36 Deputy	56,680.00	4,336.02	12,643.00	6,954.64	207.00	24,140.66	1,207.03	82,027.69
37	56023	5903	37 Deputy	51,251.20	3,920.72	12,643.00	6,288.52	207.00	23,059.24	1,152.96	75,463.40
38	56023	5903	38 Deputy	72,300.80	5,531.01	12,643.00	8,871.31	207.00	27,252.32	1,362.62	100,915.74
39	56023	5903	39 Deputy	56,388.80	4,313.74	12,643.00	6,918.91	207.00	24,082.65	1,204.13	81,675.58
40	56023	5903	40 Deputy	53,851.20	4,119.62	12,643.00	6,607.54	207.00	23,577.16	1,178.86	78,607.22
41	56023	5903	41 Deputy	56,742.40	4,340.79	12,643.00	6,962.29	207.00	24,153.09	1,207.65	82,103.14
42	56023	5903	42 Deputy	53,726.40	4,110.07	12,643.00	6,592.23	207.00	23,552.30	1,177.61	78,456.31
43	56023	5903	43 Deputy	65,852.80	5,037.74	12,643.00	8,080.14	207.00	25,967.88	1,298.39	93,119.07
44	56023	5903	44 Deputy	51,313.60	3,925.49	12,643.00	6,296.18	207.00	23,071.67	1,153.58	75,538.85
45	56023	5903	45 Deputy	51,313.60	3,925.49	12,643.00	6,296.18	207.00	23,071.67	1,153.58	75,538.85
46	56023	5903	46 Deputy	51,313.60	3,925.49	12,643.00	6,296.18	207.00	23,071.67	1,153.58	75,538.85
47	56023	5903	47 Deputy	59,820.80	4,576.29	12,643.00	7,340.01	207.00	24,766.30	1,238.32	85,825.42
48	56023	5903	48 Deputy	56,617.60	4,331.25	12,643.00	6,946.98	207.00	24,128.23	1,206.41	81,952.24
49	56023	5903	49 Deputy	66,372.80	5,077.52	12,643.00	8,143.94	207.00	26,071.46	1,303.57	93,747.83
50	56023	5903	50 Deputy	51,251.20	3,920.72	12,643.00	6,288.52	207.00	23,059.24	1,152.96	75,463.40
51	56023	5903	51 Deputy	51,313.60	3,925.49	12,643.00	6,296.18	207.00	23,071.67	1,153.58	75,538.85
52	56023	5903	52 Deputy	53,913.60	4,124.39	12,643.00	6,615.20	207.00	23,589.59	1,179.48	78,682.67
53	56023	5903	53 Deputy	51,251.20	3,920.72	12,643.00	6,288.52	207.00	23,059.24	1,152.96	75,463.40
54	56023	5903	54 Deputy	65,977.60	5,047.29	12,643.00	8,095.45	207.00	25,992.74	1,299.64	93,269.97
55	56023	5903	55 Deputy	63,481.60	4,856.34	12,643.00	7,789.19	207.00	25,495.53	1,274.78	90,251.91
56	56023	5903	56 Deputy	65,312.00	4,996.37	12,643.00	8,013.78	207.00	25,860.15	1,293.01	92,465.16
57	56023	5903	57 Deputy	62,545.60	4,784.74	12,643.00	7,674.35	207.00	25,309.08	1,265.45	89,120.14
58	56023	5903	58 Deputy	53,913.60	4,124.39	12,643.00	6,615.20	207.00	23,589.59	1,179.48	78,682.67
59	56023	5903	59 Deputy	56,264.00	4,304.20	12,643.00	6,903.59	207.00	24,057.79	1,202.89	81,524.68
60	56023	5903	60 Deputy	63,024.00	4,821.34	12,643.00	7,733.04	207.00	25,404.38	1,270.22	89,698.60
61	56023	5903	61 Deputy	51,251.20	3,920.72	12,643.00	6,288.52	207.00	23,059.24	1,152.96	75,463.40
62	56023	5903	62 Deputy	72,675.20	5,559.65	12,643.00	8,917.25	207.00	27,326.90	1,366.34	101,366.44
63	56023	5903	63 Deputy	51,188.80	3,915.94	12,643.00	6,280.87	207.00	23,046.81	1,152.34	75,387.95
64	56023	5903	64 Deputy	62,046.40	4,746.55	12,643.00	7,613.09	207.00	25,209.64	1,260.48	88,516.53
65	56023	5903	65 Deputy	53,976.00	4,129.16	12,643.00	6,622.86	207.00	23,602.02	1,180.10	78,758.12
66	56023	5903	66 Deputy	59,696.00	4,566.74	12,643.00	7,324.70	207.00	24,741.44	1,237.07	85,674.52
67	56023	5903	67 Deputy	59,758.40	4,571.52	12,643.00	7,332.36	207.00	24,753.87	1,237.69	85,749.97
68	56023	5903	68 Deputy	56,742.40	4,340.79	12,643.00	6,962.29	207.00	24,153.09	1,207.65	82,103.14
69	56023	5903	69 Deputy	51,251.20	3,920.72	12,643.00	6,288.52	207.00	23,059.24	1,152.96	75,463.40
70	56023	5903	70 Deputy	59,696.00	4,566.74	12,643.00	7,324.70	207.00	24,741.44	1,237.07	85,674.52
71	56023	5903	71 Deputy	51,251.20	3,920.72	12,643.00	6,288.52	207.00	23,059.24	1,152.96	75,463.40
72	56023	5903	72 Deputy	53,788.80	4,114.84	12,643.00	6,599.89	207.00	23,564.73	1,178.24	78,531.77
73	56023	5920	73 Deputy	48,755.20	3,729.77	12,643.00	5,982.26	207.00	22,562.04	1,128.10	72,445.34
74	56023	5920	74 Deputy	51,188.80	3,915.94	12,643.00	6,280.87	207.00	23,046.81	1,152.34	75,387.95
75	56023	5920	75 Deputy	51,313.60	3,925.49	12,643.00	6,296.18	207.00	23,071.67	1,153.58	75,538.85
76	56023	5920	76 Deputy	72,134.40	5,518.28	12,643.00	8,850.89	207.00	27,219.17	1,360.96	100,714.53
77	56023	5920	77 Deputy	72,134.40	5,518.28	12,643.00	8,850.89	207.00	27,219.17	1,360.96	100,714.53
78	56023	5920	78 Deputy	48,755.20	3,729.77	12,643.00	5,982.26	207.00	22,562.04	1,128.10	72,445.34
79	56023	5920	79 Deputy	48,755.20	3,729.77	12,643.00	5,982.26	207.00	22,562.04	1,128.10	72,445.34
80	56023	5920	80 Deputy	48,755.20	3,729.77	12,643.00	5,982.26	207.00	22,562.04	1,128.10	72,445.34
81	56023	5920	81 Deputy	48,755.20	3,729.77	12,643.00	5,982.26	207.00	22,562.04	1,128.10	72,445.34
82	56023	5907	1 Deputy - Specialist	69,825.60	5,341.66	12,643.00	8,567.60	207.00	26,759.26	1,337.96	97,922.82
83	56023	5907	2 Deputy - Specialist	60,361.60	4,617.66	12,643.00	7,406.37	207.00	24,874.03	1,243.70	86,479.33
84	56023	5907	3 Deputy - Specialist	80,558.40	6,162.72	12,643.00	9,884.52	207.00	28,897.23		

EXHIBIT "C"

Direct Personnel

	DEPT.	CLASS	POS	Rank	SALARY	FICA 7.65%	INSUARANCE \$12,643.00	RETIREMENT 12.27%	TWC \$207.00	TOTAL BENEFITS	ADMIN FEE 5%	TOTAL SALARY + BENEFITS
1	5601	8015	2	Captain	124,985.38	9,561.38	12,643.00	15,335.71	207.00	37,747.09	-	162,732.47
2	5601214	6020	1	Lieutenant	101,787.92	7,786.78	12,643.00	12,489.38	207.00	33,126.15	-	134,914.07
3	5601214	6020	2	Lieutenant	101,975.12	7,801.10	12,643.00	12,512.35	207.00	33,163.44	-	135,138.56
4	5601214	6005	1	Sergeant	89,752.00	6,866.03	12,643.00	11,012.57	207.00	30,728.60	-	120,480.60
5	5601214	6005	2	Sergeant	89,003.20	6,808.74	12,643.00	10,920.69	207.00	30,579.44	-	119,582.64
6	5601214	6005	3	Sergeant	89,252.80	6,827.84	12,643.00	10,951.32	207.00	30,629.16	-	119,881.96
7	5601214	6005	4	Sergeant	89,627.20	6,856.48	12,643.00	10,997.26	207.00	30,703.74	-	120,330.94
8	5601214	6005	5	Sergeant	80,350.40	6,146.81	12,643.00	9,858.99	207.00	28,855.80	-	109,206.20
9	5601214	6005	6	Sergeant	89,003.20	6,808.74	12,643.00	10,920.69	207.00	30,579.44	-	119,582.64
10	5601214	6005	7	Sergeant	89,252.80	6,827.84	12,643.00	10,951.32	207.00	30,629.16	-	119,881.96
11	5601214	6005	8	Sergeant	81,244.80	6,215.23	12,643.00	9,968.74	207.00	29,033.96	-	110,278.76
12	5601214	6005	9	Sergeant	89,502.40	6,846.93	12,643.00	10,981.94	207.00	30,678.88	-	120,181.28
13	5601214	6005	10	Sergeant	89,564.80	6,851.71	12,643.00	10,989.60	207.00	30,691.31	-	120,256.11
14	5601214	6005	11	Sergeant	89,939.20	6,880.35	12,643.00	11,035.54	207.00	30,765.89	-	120,705.09
15	5601214	6005	12	Sergeant	89,876.80	6,875.58	12,643.00	11,027.88	207.00	30,753.46	-	120,630.26
16	5601214	6005	13	Sergeant	89,315.20	6,832.61	12,643.00	10,958.98	207.00	30,641.59	-	119,956.79
17	5601214	4213	1	Administrative Assistant	47,236.80	3,613.62	12,643.00	5,795.96	207.00	22,259.57	-	69,496.37
18	5601214	4213	2	Administrative Assistant	41,600.00	3,182.40	12,643.00	5,104.32	207.00	21,136.72	-	62,736.72
19	5601214	4213	3	Administrative Assistant	41,600.00	3,182.40	12,643.00	5,104.32	207.00	21,136.72	-	62,736.72

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN HARRIS COUNTY AND
THE WOODLANDS TOWNSHIP**

THIS AGREEMENT is made and entered into by and between **HARRIS COUNTY, TEXAS** hereinafter referred to as the "County," acting by and through its governing body, the Harris County Commissioners Court, and the **THE WOODLANDS TOWNSHIP** (the "District") acting by and through its governing body.

RECITALS:

This Agreement is made pursuant to chapter 791 of the Texas Government Code, which authorizes contracts between counties and local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 4 (the "Constable") to provide law enforcement services within District's geographical area as further defined in Exhibit "A".

NOW THEREFORE, the County and the District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

**I.
TERM**

1.1 The services to be performed under this Agreement shall begin on March 1, 2021, and end on February 28, 2022, unless terminated sooner in accordance with the provisions of Section IV.

**II.
SERVICES**

2.1 The County agrees to authorize the Constable to provide 1 sergeant(s), and 11 deputy(ies) to devote one hundred percent (100%) of their working time to provide law enforcement services related to the District's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

2.2 As used herein, the phrase "working time" is defined as follows: the usual or normal hours that the Constable's deputies are required to work in any calendar month, and does not include any extra or overtime work. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such times when deputies are not available. Vacation and sick leave are earned through County service, and funeral leave is a benefit available to County employees. Therefore, "working

time” shall not include vacation, sick leave, funeral leave or other county-benefit leave, and it is not anticipated that the Constable will authorize substitute deputies to work within the area when the regularly assigned deputies are not available.

2.3 The Constable shall retain control and supervision of the deputies performing services under this agreement to the same extent as he does other deputies. The District understands and agrees that this Agreement is not intended, nor shall it be construed, to obligate the Constable to assign deputies to devote any portion of their working time to the area, including but not limited to circumstances like officer funerals and natural disasters.

2.4 As the Constable retains control and supervision of the deputies and services, the District may not, based on late payment or non-payment by one of its members to the District of funds for District operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

III. CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of \$120,021.00 for 1 sergeant(s) , \$1,168,618.00 for 11 deputy(ies) for a total sum of ONE MILLION, TWO HUNDRED EIGHTY EIGHT THOUSAND, SIX HUNDRED THIRTY NINE AND NO/100 DOLLARS (\$1,288,639.00) to be used by the County for the purpose of paying one hundred percent (100%) of the full-time equivalent cost to the County for supplying the law enforcement services, including salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the services under this Agreement. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

The District agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

February 20, 2021	\$107,387.00
March 20, 2021	\$107,387.00
April 20, 2021	\$107,387.00
May 20, 2021	\$107,387.00
June 20, 2021	\$107,387.00
July 20, 2021	\$107,387.00
August 20, 2021	\$107,387.00
September 20, 2021	\$107,387.00
October 20, 2021	\$107,387.00
November 20, 2021	\$107,387.00
December 20, 2021	\$107,387.00
January 20, 2022	\$107,382.00

The monthly installments are due and payable before 10:00 a.m. at the office of the County Treasurer, Dept. 101, P.O. Box 4354, Houston, TX 77210-4354. If the County provides the option, payment may be made by same time and date by electronic means to an account designated by the County.

Regarding the first payment due on February 20, 2021, the first payment is due on the latter of February 20, 2021, or five (5) days after the District receives a fully executed copy of this Agreement from the County.

IV. DEFAULT AND TERMINATION

4.1 The District understands and agrees that if the County does not receive the monthly payments within thirty (30) days of the date due, the County is authorized to terminate this Agreement without further notice. The County's failure to make demand for payments due is not a waiver of the District's obligation to make timely payment.

4.2 If the District defaults in the payment of any obligation hereunder, the District is liable to the County for an interest assessment of one percent (1%) on the unpaid amount. Interest shall thereafter compound monthly at one percent (1%) on unpaid amounts and interest assessments from the date of default until paid. This interest is in addition to any monies due for law enforcement services rendered hereunder. Interest on all past due amounts shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, charged, or received under law. Any interest in excess of that maximum amount shall be refunded. The District is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the District is dissatisfied in any way with the performance of the County, the Constable or the deputies under this Agreement, the District's sole remedy is termination under Section 4.4.

4.4 Either party may terminate this Agreement prior to the expiration of the term set forth in this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. The County will submit an invoice to the District showing the amounts due for the month in which termination occurs. The District agrees to pay the final invoice within ten (10) days of receipt.

4.5 If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated, less any unpaid amounts and interest under Paragraph 4.2.

4.6 In the event the Constable informs Commissioners Court and the District in writing that due to position vacancy or elimination occurring on or after March 1, 2021, the Constable cannot or will not provide 1 sergeant(s), and 11 deputy(ies) to devote one hundred percent (100%) of their working time to provide law enforcement services related

to the District's geographical area, and provided that the District has prepaid its sum and further provided that such notice from the Constable identifies that such vacancy or elimination was of a position that served or facilitated service to the District, the District shall receive a refund equal to the number of days between the date of the Constable's notice and a subsequent meeting of Commissioners Court at which Commissioners Court amends or terminates the Agreement.

V. NOTICE

5.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To the County: Harris County
Harris County Administration Building
1001 Preston, Suite 610
Houston, Texas 77002
Attention: Clerk, Commissioners Court

with a copy to: Constable Mark Herman
Harris County Constable
6831 Cypresswood Drive
Spring, Texas 77379

To the District: The Woodlands Township
2801 Technology Forest Blvd.
The Woodlands, Texas 77381

5.2 Either party may designate a different address by giving the other party ten days' written notice.

VI. MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

VII.
MISCELLANEOUS

7.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

7.2 Unless otherwise consented to and approved by Commissioners Court, agreement modifications that increase funding, personnel positions or geographical area can only be approved on a quarterly basis, and the effective date must coincide with the beginning of a pay period. Agreement modifications that decrease funding, personnel positions or geographical area may be approved at a regularly scheduled meeting of Commissioners Court, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

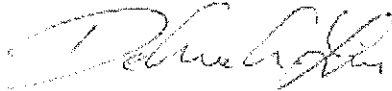
7.3 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

7.4 This Agreement is not in effect until it has been signed by the District and it has received the approval by the Harris County Commissioners Court and the Constable.

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

HARRIS COUNTY

By 
DeAnne A. Lin
Assistant County Attorney
C.A. File No. 20GEN3544

By _____
LINA HIDALGO
County Judge

Date Signed: _____

APPROVED:

MARK HERMAN
Harris County Constable Precinct 4

ATTEST:

THE WOODLANDS TOWNSHIP
(District)

By _____
Name: _____
Secretary

By _____
Title: _____

Date Signed: _____

APPROVED AS TO FORM:

By _____
Attorney

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH THE WOODLANDS TOWNSHIP

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING INTERLOCAL AGREEMENT
WITH THE WOODLANDS TOWNSHIP
FOR LAW ENFORCEMENT SERVICES

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

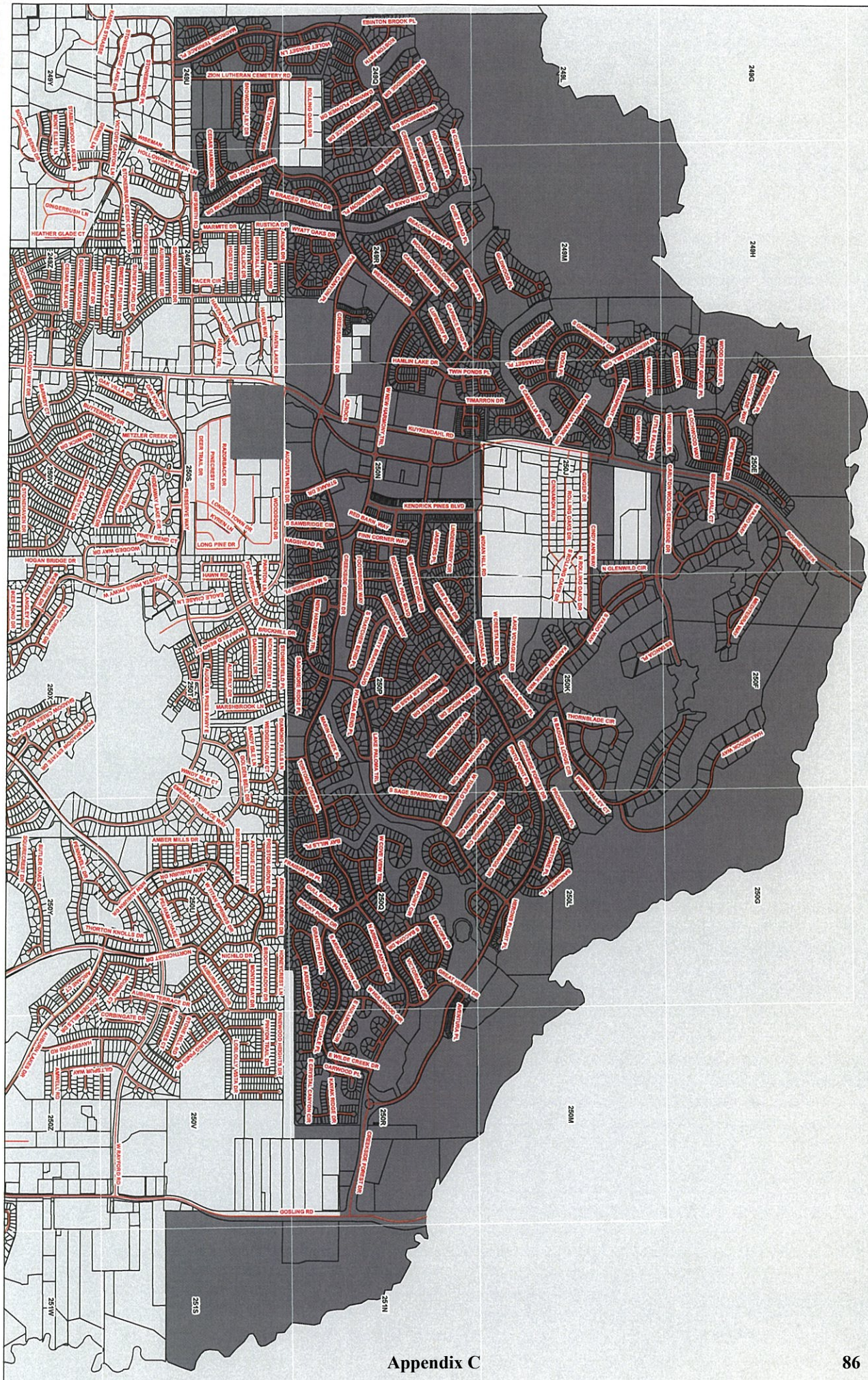
IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$1,288,639.00, with THE WOODLANDS TOWNSHIP for law enforcement services on a fee basis. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.



Cad Code 4139, 4157
Updated: 2020-02-13



APPENDIX D

Matrix Consulting

Projected Information Technology Infrastructure Costs

Item	Description	Capital Cost	Annual Operating Cost
Server Racks	24 X 50 Rack	\$2,600	
Servers	Synergy with 4 blades, 2 Blades @ DR Site, VmWare, Veeam, MS OS	\$179,000	\$30,000
Physical DC Storage	HP DL360 or compatible	\$7,000	
Secondary Backup Storage	Primary and DR Site Storage	\$120,000	\$15,000
CAD/RMS	Primary and DR Site Storage	\$120,000	\$14,400
CAD MCSO	The Township already purchased an InterTech CAD module-Still needs RMS	\$200,000	\$200,000
RMS Online Silo	500 Per License Qty. 100, Currently MCSO does not charge for Dispatch to agencies		\$50,000
Network Switches	Online RMS System, No integration with MCSO, Conroe, Etc...Approx. \$151,200		\$25,000
Firewalls	Switches(4)	\$30,000	\$3,372
Routers	Palo Alto(2)	\$50,488	\$19,000
WiFi	Cisco switches	\$12,888	\$1,308
Phone System	Aerohive AP's	\$8,090	\$1,600
UPS	Phone system, no handsets	\$30,000	\$2,500
Facility Access Control	Compatible with Townhall	\$45,000	
Facility CCTV	If purchased as a single agency, annual cost projection @20%	\$150,000	\$200,000
Phone Lines		\$90,000	
Data lines			\$746
fiber		\$2,000	\$12,000
internet x2		\$2,500	\$8,000
printers		\$2,000	\$24,000
Desktop computers	750 Per HPE Printer Qty. 6	\$4,500	
copiers	1500 Per Computer with Dual Monitors Qty 50	\$75,000	
Interview Video	742 Per Copier Qty. 4		\$35,700
Video Software Body Cam / Vehicle	7225 Per Room Qty. 3	\$21,675	\$450
AV Conference Room	Software & Licensing Includes Redaction Software	\$10,500	
AV Training	Per Room	\$9,400	
EOC	Per Room	\$13,600	
Structured Cable	Compatible with Central Fire	\$109,000	
Office 365 License		\$50,000	
Generator ²⁴	240 Per Employee Qty. 155		\$37,200
Mobile Citation Software/Services		\$750,000	
	Setup, Interface with Court, Training; Extra Batteries, Printers and Chargers	\$52,000	\$8,300
Total		\$2,417,241	\$413,576

APPENDIX E

Nature Code Explanations For Computer-Aided Dispatch Programming

1. Priority 1: Nature codes related to calls that are reported to be “in-progress” requiring immediate response and there is reason to believe a slower response would cause an immediate threat, loss of life, serious bodily injury etc. i.e., assault with weapons.
2. Priority 2: Nature codes related to Emergency calls which would require an immediate response and poses a substantial risk of major property loss of damage, or the possibility of bodily injury or the potential of a threat, e.g., attempted suicide, bomb threat, or crash with unknown injuries.
3. Priority 3: Nature codes related to crimes in progress that require an immediate response but present no significant threat of serious physical injury or major property damage or any active incident or activity that could be classified as a possible crime or potential threat to life or property (usually a report is requested or taken).
4. Priority 4: Nature codes related to requests for police response which do not require an immediate response but may need to be documented based on the information received or due to the nature being related to another case, e.g., harassment, located property or person.
5. Priority 5: Nature codes related to extra patrol, building checks, towed vehicles, training, welfare check – 911 hang-ups at residence/business after voice contact has been made.
6. Priority 6: Nature codes related to noting officers out to write reports, recovery of property supplemental reports etc., as well as when a call for service is considered miscellaneous.
7. Priority 7: Nature codes related to Help/Assist Person/Agency-related to helping stranded motorist, assisting another agency, i.e., EMS when a presence of law enforcement is requested.
8. Priority 8: Nature codes related to administrative calls, campus checks (schools), foot patrols, fuel, court, or incidents that in need of being logged.
9. Priority 9: Nature codes related to calls for Special Assignments, entering “test” calls for training, looking into GIS gridding issues, etc.

APPENDIX F

Austin Salary Information Used for Recruiting Purposes

(Courtesy of Austin Police Department Website)

Regular Academy

During academy (approximately 8 months)	\$50,000/year rate
At graduation	\$61,662/year
At 1 year anniversary of graduation	\$69,196/year
At 2 year anniversary of graduation	\$76,373/year
At 6 year anniversary of graduation	\$81,717/year
At 10 year anniversary of graduation	\$87,439/year
At 14 year anniversary of graduation	\$93,558/year
At 16 year anniversary of graduation	\$100,110/year

Modified (lateral) Academy

During academy (approximately 4 months)	\$50,000/year rate
At graduation	\$69,196/year
At 1 year anniversary of graduation	\$76,373/year
At 6 year anniversary of graduation	\$81,717/year
At 10 year anniversary of graduation	\$87,439/year
At 14 year anniversary of graduation	\$93,558/year
At 16 year anniversary of graduation	\$100,110/year

Incentive Pay

In addition to base salary, the Austin Police Department offers several forms of incentive pay for qualifying officers:

- Bilingual Pay \$175/month
- Mental Health Officer (MHO) Pay \$175/month
- Field Training Officer (FTO) Pay \$175/month
- Education Incentive Pay
 - Associates degree or 60 hours college credit \$100/month
 - Bachelor's degree \$220/month
 - Master's degree \$300/month
- Certificate Pay \$50 - \$150/month depending on TCOLE Certificate level
- Shift Differential for evening or night shifts \$300/month
- Longevity Pay \$107 per year of service, up to a maximum of 25 years

- Cell Phone Allowance (Specialized Units Only) \$16.16 biweekly
- Court Overtime

Salary by Rank

This list provides a salary range for each rank up to Commander. These numbers do not include overtime or specialty (incentive) pays. These values are based on the initial 1% increase as part of the Meet and Confer Agreement and do not include the additional 2% increases to be applied over the second, third, and fourth years of the contract.

Cadet	\$50,000/year rate during Academy
Police Officer	\$61,662 - \$100,110/year
Corporal/Detective	\$83,245 - \$109,120/year
Sergeant	\$97,087 - \$118,937/year
Lieutenant	\$111,651 - \$136,779/year
Commander	\$138,144 - \$158,160/year

APPENDIX G – COMPUTER EVIDENCE STORAGE

Computer Evidence Storage Issues:

By: David Morgan, PhD, Chief Technology Officer, Houston Police Department (ret.)

There are a number of digital evidence management software packages (DEM or DEMS) available on the open market. Most of them can be configured to run completely in the cloud or completely on-site within a police agency. These can also run completely on-site and store backup data in the cloud or vice-versa.

The DEM software can get complicated to manage because of the complexity of what constitutes digital evidence. The most obvious forms of digital evidence are probably body/car cams and photos but can also include the contents of a phone or the contents of a computer, surveillance cameras, audio recordings and many other kinds of records--almost everything is created and kept digitally these days. All of these can produce terabytes of data, most of it irrelevant to an investigation (e.g. the complete download of a subject's laptop to the DEM).

However, body and car cams do tend to be kept separately from other "digital evidence" mainly because this area has been very visible and has provided opportunities for vendors to sell (or "lease in the cloud") storage space for all those records. Also, a lot of work is needed for automatically extracting "information" out of body cams like license plates and faces and a lot of work on how to classify and search those records that benefit from being in the body camera system. There have been political challenges over this as well, especially in facial recognition.

In either of these scenarios, (with a single DEM or with body/car camera data kept separately) substantial and skilled technical support is needed. However, once configured and operational it may not require separate IT expertise...from an IT perspective it is just another server(s) albeit usually with a lot of storage.

One very important question is whether or not investigators will actually use the DEM tool or if it will be seen as too difficult to use and therefore too time consuming. The actual owner of a DEM package would be property room personnel after installation by technology services personnel. That means the property and evidence personnel would have to embrace the program, be active users, and be willing to assist investigators.

Herein lies another difficult aspect of DEMs – how useful are they to investigative personnel? Will it take the place of piles of DVDs and CDs? Will it be used for phone dumps or video surveillance videos? What about body camera videos or car camera videos, or will they be kept in a different system? Will it stop the use of harboring separate computers kept in a secure closet because one lacks trust in who accesses; coupled with the belief the material will ultimately be lost in storage if not kept close?

Then there is the arduous process of developing procedural protocols governing the operation of DEMs. How will that work in conjunction with Records Management System protocols? Will there be overlaps in functionality? All of this affects workflow, mostly for investigative personnel.

So, as to current state of affairs, it is absolutely a requirement that digital evidence must be collected, indexed and stored in accord with a strict set of rules of evidence that reflects today's state of electronic information in all walks of life. Otherwise the police department ends up with stacks of unlabeled CDs/DVDs, memory sticks, portable disk drives and dozens of other devices in the closet. It is very hard to keep up with these and it is definitely not the investigators favorite chore.

The ideal solution is to integrate digital evidence with the RMS because it tends to be easier to use when investigators can quickly review all information relevant to a case from a single place. However, the drawback of that is that most RMS systems don't have a lot of sophistication in this area (photos and even video or audio can be relatively easily attached but the contents of a phone or computer or corporate records is entirely different). In addition, most RMS search functions cannot easily index or review selected parts of those records.

Therefore, at the current state of technology, a police department may actually be better off with using the storage and analytic capabilities of a good body/car camera system for those media but using the DEM for other records.

Note, however, that a DEM can be a labor-intensive undertaking if rigorously used. For instance, if investigators find a USB stick in the pocket of a drug dealer it is likely that they will look through it for useful information. But to upload selected contents of the stick to a DEM on a consistent and thorough basis would take a lot of labor on their part – or even on the part of an "electronic evidence tech." Therefore, the best option may be to live with simply noting the existence of the USB stick in RMS or DEM and recording its physical location, be that the property room or "evidence lockers" around the department.

One option is to consider a "digital evidence technician" who could provide support on all types of digital evidence and could take on some of the labor of uploading the contents of all this "evidence" in a single office. Since there are literally dozens of types of storage media around, a single work center for that person with all the relevant conversion and uploading equipment may suffice. The Tech would be accountable for strict record keeping of the work assuming the officers were required to use them.

For small to mid-size agencies: 1) digital evidence policies are needed that are at least as strong as those for physical evidence, including retention policies; 2) a department can use cloud storage if there is comfort with storing evidence outside of direct department control *which will present unpredictable costs*; 3) technical support is needed from technology services to oversee the care and feeding of the servers and software but this does not necessarily require dedicated resources; and 4) at least one specialized "evidence tech" will be needed to be responsible for the content and chain of digital evidence and who can help investigators store, review, search, archive and delete it.

Ideally one "evidence technician" should suffice, dedicated to the investigators office area who can "ingest" the evidence for them and index it (i.e. "tag" it) with a case number or other ID and make it available to them with their case files. The right person for this would not have to be technically savvy, but skilled in the tagging, control and retrieval process. This could even be the responsibility of one of the investigators if there is not enough volume for a dedicated Tech. The Tech could be a civilian with appropriate skills; but it would not be necessary for this person to have a pure technology background to perform the job.

Budget for this position would be for a mid-level tech at approximately \$40,000 base. **However, to proceed, the department must have clear retention policies and money to expand storage because it will grow like wildfire.**