

INTERLOCAL AGREEMENT

Montgomery County, Texas and The Woodlands Township For 2026 Supplemental Law Enforcement Services Funding of Montgomery County Sheriff's Office

**THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §**

This Agreement ("Agreement") is made and entered into by and between Montgomery County, Texas (the "County"), a political subdivision of the State of Texas, and The Woodlands Township (the "Township"), a political subdivision of the State of Texas and successor by name change to Town Center Improvement District of Montgomery County, Texas, created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (the "Act"), and pursuant to the authority granted to each by Chapter 791, Texas Government Code, which allows local political subdivisions to enter into interlocal cooperation agreements for governmental purposes:

WITNESSETH

WHEREAS, the Township is organized and exists for the purpose, among others, of improving, enhancing and supporting public safety and security and law enforcement within the Township; and

WHEREAS, the Board of Directors of the Township has received and considered requests for funding assistance for one (1) detective for the operation of the Montgomery County Sheriff's Office ("MCSO"), who is currently and is further to be dedicated to and assigned cases involving crimes against children – Safe Harbor; and

WHEREAS, the Board of Directors of the Township has authorized the allocation for the calendar year 2026 of up to \$145,885 plus \$5,235.96 for the purpose of assisting with the funding of such personnel for the Montgomery County Sheriff's Office, exclusive of training, subject to the terms of a mutually satisfactory written agreement with the County relating thereto as memorialized below; and

WHEREAS, the County and the Township, pursuant to the authority found in Chapter 791, Texas Government Code and the Act, have determined to enter into this Agreement setting forth the understanding of the parties relative to such interim funding assistance, and the parties have

further determined that such funding assistance would be beneficial to the County and the Township and the accomplishment of their respective public purposes.

NOW, THEREFORE, the County and the Township contract and agree as follows:

I.

Subject to the limitations and conditions set forth herein, the Township agrees to provide for the calendar year 2026 funding assistance to Montgomery County for the actual costs, exclusive of training, of: one (1) full time detective for the Montgomery County Sheriff's Office, dedicated and assigned to cases involving crimes against children (the "MCSO Detective").

II.

In no event shall the Township be obligated to provide for the calendar year 2026 such funding assistance in an amount of more than \$145,885 plus a supplemental amount of \$5,235.96 for body/in-car camera and associated equipment hardware and software to be allocated to services under this Agreement, for the MCSO Detective, or for a period of time extending beyond December 31, 2026, provided however that in the event costs are or anticipated to be incurred by County over and above said amount to fulfill the MCSO Detective's services herein, County reserves the right to invoice the Township and the Township shall reimburse/cover said costs; in such event the Township shall be afforded reasonable time to allocate funds or reallocate its budget as needed for said reimbursement, as further stated under Paragraph III below.

III.

The MCSO Detective shall each be housed at, work primarily from, provide support to, and collaborate with the Children's Safe Harbor Advocacy Center, located within Montgomery County, Texas. Notwithstanding the foregoing, the MCSO Detective is(are) and will remain employees of the County, and the planning, organization, scheduling, direction, and supervision of said personnel, and all matters incident to the work to be performed by said personnel, shall be determined by the County and its respective law enforcement offices. The County and its respective law enforcement offices shall retain exclusive authority over the activities of the MCSO Detective; provided, however, the County will take appropriate action to ensure that cases assigned to the MCSO Detective shall involve and be focused upon crimes against children originating or occurring within Montgomery County, with priority given to cases involving victims or perpetrators located within boundaries of the Township.

The County and Montgomery County Sheriff's Office (the "Sheriff") shall, at the Township's sole expense, purchase and equip one (1) new vehicle for use by and County Commissioned Personnel that may be assigned hereafter, and the new vehicle shall be operated

and maintained by the Sheriff in the manner customary for such vehicle use 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 that payment for a new vehicle has already occurred in 2023 pursuant to a purchase or lease agreement, as determined by the County. The Parties further acknowledge and agree that the Township shall not be responsible for providing any additional vehicles during the 2026 contract period. At the time of purchasing and equipping new 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 County shall provide maintenance services at the County's cost for the vehicle, as a MCSO fleet vehicle, but shall reserve the right to invoice the Township for timely payment of any other expenditures incurred for the aforementioned vehicle and/or detective to cover any additional County incurred costs pursuant to this Agreement, including but not limited to costs for new/replacement aircard(s), fuel and/or equipment. The Parties acknowledge and agree that when the County and Sheriff determine that replacement equipment for the assigned patrol vehicle is needed or additional expenses outside of the maximum amounts defined in this agreement are required to fund the aforementioned vehicle and/or detective, then the County shall provide written notice to the Township, and based on the timing of Township's budget approval schedule, Township shall advance funds for the purchase or lease and equipping of the vehicle to be immediately purchased and equipped by the County and Sheriff. It is expressly understood that said vehicles and equipment become the property of County and subject to State law regarding disposal of County property. It is further understood that in the event this agreement is terminated before the end of the useful life of said vehicles, and is not anticipated by the parties hereto to renew for a subsequent term, the County shall reimburse the Township for the vehicles and equipment based on any trade-in value, insurance recovery, or other value received by the County for the disposition of the vehicles or equipment based on the then current blue book value, subject to County's routine disposition processes. Outside of such termination scenario, the timing for disposition of the vehicle, based on MCSO's desire for continued usage, shall remain at the discretion of the Sheriff. At the time of the disposition of each such vehicle, the County shall also provide to the Township, 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 therefrom.

IV.

The County, acting through its authorized representatives, shall ascertain the terms of contracting or employment and compensation for the MCSO Detective and shall advise the

President of the Township in writing of such requirements. Subject to the foregoing limitations, the President of the Township shall be authorized to determine on behalf of the Township the amount of Township funds to be provided for such purposes, the allocation of funds between such personnel, and the timing and terms of payments to the County of such funds.

V.

The Township shall remit payments for all invoiced services satisfactorily performed in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. All such payments will fairly compensate the County for the services performed under this Agreement and shall be made from the Township's current available revenues. No debt is created by this Agreement.

VI.

The County agrees, as a condition to the provision of such interim funding assistance by the Township, that a written monthly activity report of cases assigned to the MCSO Detective shall be provided to the Township, including, without limitation: (i) identifying, where possible, those specific transactions or cases assigned or handled by the MCSO Detective, and (ii) providing the disposition of each case. In addition to the foregoing items, such reports shall indicate for each case assigned to and investigated by the MCSO Detective whether it originated within or is connected to the Township. The County further agrees, as a condition to the provision of such interim funding assistance by the Township that a quarterly accounting shall be provided by the Montgomery County Sheriff of the use of any funds provided by the Township pursuant to this Agreement.

VII.

This Agreement shall be and remain in full force and effect from January 1, 2026, until December 31, 2026, and for so long thereafter as may be necessary to prepare and present to the Township such reports and information.

VIII.

This Agreement, the interim funding assistance provided by the Township, and the law enforcement services provided by the County hereunder is in addition to any other agreements between the Township and the County relative to the funding and provision of law enforcement services and personnel and not in lieu of such agreements. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EFFECTIVE the 1st day of January, 2026.

Signatures on following page(s).

THE WOODLANDS TOWNSHIP

By: Monique Sharp
President/Chief Executive Officer

Date:_____

EXECUTED this ____ day of _____, 202_

MONTGOMERY COUNTY, TEXAS

ATTEST:

L. Brandon Steinmann, County Clerk

Mark J. Keough, County Judge

ACKNOWLEDGED AND AGREED as to Paragraph III.

CHILDREN’S SAFE HARBOR

By: _____

Name: Victoria Constance, Ph.D.

Title: Executive Director

Date: _____

[Signatures continue on following page]

ACKNOWLEDGED AND AGREED.

MONTGOMERY COUNTY SHERIFF'S OFFICE

By: _____

Printed Name: _____

Title: Sheriff

Date: _____