

# **INTERLOCAL COOPERATION AGREEMENT FOR THE UTILIZATION OF THE BELL COUNTY DIVERSION CENTER**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (“**Execution Date**”), by and between the City of Killeen, Texas (“**City**”), a Texas home-rule municipality, on behalf of its Police Department (“**KPD**”), and Central Counties Services (“**CCS**”), a political subdivision of the State of Texas under Texas Health & Safety Code, and Bell County, a political subdivision of the State of Texas (the “**County**”), pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code, 791.001, *et seq.*

**WHEREAS**, adults experiencing mental health crises represent a significant proportion of individuals who commit misdemeanor crimes resulting in contact with law enforcement;

**WHEREAS**, law enforcement resources alone cannot appropriately address the mental health issues contributing to criminal conduct;

**WHEREAS**, experience indicates that a cooperative effort between law enforcement and mental health professionals is effective in identifying, apprehending, and diverting individuals experiencing a mental health crisis from incarceration to appropriate mental health treatment;

**WHEREAS**, County owns the Bell County Diversion Center (the “**BCDC**”), a voluntary, 16-bed residential crisis triage center located at 2400 Piazza Drive, Belton, Texas; CCS provides clinical mental health evaluation and services, and the City’s law enforcement personnel have direct contact with individuals who commit misdemeanor offenses while experiencing mental health crises;

**WHEREAS**, pursuant to Section 791.001 *et seq.* of the Texas Government Code, cities, counties, and political subdivisions of the State of Texas are authorized to enter into Interlocal Cooperation Agreements for governmental purposes, and

**WHEREAS**, the Parties to this Agreement desire to divert individuals 18 years of age and older who commit misdemeanor offenses while experiencing a mental health crisis from incarceration to appropriate mental health treatment solutions;

**WHEREAS**, the Parties agree that it is in their best interest to operate and utilize the BCDC;

**NOW, THEREFORE**, the Parties agree as follows:

## **ARTICLE I** **PURPOSE**

1.01 The purpose of this Agreement is to facilitate the Parties’ participation in operating and utilizing the BCDC by establishing the process for law enforcement agency referrals to, and obligations in using, BCDC.

## **ARTICLE II**

### **TERM**

2.01 The initial term of this Agreement shall commence on the execution date of this Agreement and shall renew automatically, but it shall not renew for more than five (5) consecutive years. The operations year for the BCDC shall be from October 1 until September 30 of each year.

2.02 A Party may terminate this Agreement during the Term for any reason. The terminating Party will send written notice to all other Parties. Termination will be effective thirty (30) days after receipt of the notice of termination. Receipt of written notice shall be presumed to be received three (3) days after mailing, if written termination is mailed via the United States Postal Service.

2.03 Subject to continued funding, the Agreement shall automatically renew annually on October 1 of each successive year, unless terminated by the Parties as provided herein.

## **ARTICLE III**

### **CONSIDERATION**

3.01 In consideration of this Agreement, the Parties shall provide sufficient personnel, equipment, and resources to operate, staff, manage, and utilize the BCDC, as follows:

- a. The County owns the BCDC facility located at 2400 Piazza Drive, Belton, Texas 76513. The County will provide facility management and contract oversight and will serve as fiscal agent for the BCDC.
- b. CCS will manage the BCDC and will use CCS employees or contracted professional and paraprofessional personnel to provide admission, discharge, and clinical services to individuals brought into the BCDC.
- c. The City may utilize the BCDC as set forth in this Agreement at no cost to the City. The City will cover all costs incurred by the City prior to referral of an individual to the BCDC.

## **ARTICLE IV**

### **ORGANIZATION**

4.01 CCS and the County, or Bell County Attorney's Office, will jointly establish the policies governing operation of the BCDC ("BCDC Policies"). CCS or the County will provide the City with all applicable BCDC Policies, within five (5) business days of execution of this Agreement, in writing, including updates or amendments to the BCDC Policies during the Term.

4.02 The Parties anticipate creation of a "Law Enforcement Workgroup" or "Workgroup" to review processes, outcomes, and metrics of the BCDC and its referral process. Upon creation of the Law Enforcement Workgroup, the City will appoint a law enforcement member to the Workgroup who will be required to attend meetings of the Workgroup or send a qualified and authorized representative in their place and to provide any requested information, to the extent allowed by Texas law, and feedback to serve the purposes of the Workgroup.

**ARTICLE V**  
**RESPONSIBILITY**

5.01 The City will follow all BCDC Policies, procedures, and protocols regarding use of the BCDC.

5.02 The KPD will train its personnel on use of the BCDC, including the BCDC referral process, mental health, and de-escalation techniques (the "Required Training") at least annually, as applicable. The City will provide written notice of the completed training to the County and CCS on or before November 1 of each year of the Term, beginning in 2025.

5.03 The City will include the Required Training in new personnel onboarding for any City personnel who will be utilizing the BCDC. The City will ensure that City personnel have completed the Required Training prior to utilizing the BCDC.

5.04 The CCS shall assist the City in providing the Required Training or otherwise meeting its obligations under Sections 5.02 and 5.03 of this Agreement.

5.05 The County or CCS, but not both in the same three months, may request, in writing, and at any time during the Term of this Agreement, but no more than one (1) time every three months, unless there has been an incident indicating the City has defaulted under this Agreement, documentation from the City verifying the City's compliance with the obligations set forth in Sections 5.01, 5.02, and 5.03, above. The City will provide the requested documentation to the County or CCS within ten (10) business days of receipt of the written request.

5.06 If the City does not provide the requested documentation or the documentation or other information reveals that the City is not in compliance with the requirements in Sections 5.01, 5.02, and 5.03, above, the City will be in default under this Agreement. The County or CCS will provide the City with written notice of the default, and the City will have thirty (30) business days from receipt of the written notice to cure the default. If the City does not cure the default within thirty (30) business days, the County or CCS may terminate the City's use of the BCDC. Alternatively, the County or CCS may restrict the City's use of the BCDC until the City cures the default.

5.07 In addition to the disclosure requirements set forth in Section 5.05, above, the City will provide any information or documentation, to the extent allowed by Texas law, related to its use of the BCDC required by the County or CCS for reporting, training, or data-collection purposes within ten (30) business days of receipt of the County or CCS's written request.

5.08 The Parties agree to provide to each other reports on any measures and metrics determined to be relevant and necessary for the evaluation of BCDC processes, utilization of the BCDC, and sustainability of the program. The Parties agree to work together to establish the information to be included in the reports and the schedule for when such reports will be provided.

**ARTICLE VI**  
**REFERRAL PROCESS**

6.01 CCS will provide the City referral materials and QR-code stickers. The QR-code stickers, when scanned, will direct City law enforcement personnel to the most current referral procedures. CCS will ensure that the information linked to the QR- code is updated as needed so that City law enforcement personnel are accessing the most current information.

6.02 CCS will provide the City printed materials regarding the BCDC. The City may make printed materials regarding the BCDC available in its law enforcement stations. The City may also keep printed materials regarding the BCDC in its fleet vehicles, as appropriate.

- 6.03 The County or CCS, but not both in the same three months, may request, in writing, and at any time during the Term of this Agreement, but no more than one (1) time every three months, unless there has been an incident indicating the City's has defaulted under this Agreement, documentation from the City verifying the City's compliance with the obligations set forth in Sections 6.01, and 6.02, above. The City will provide the requested documentation to the County or CCS within ten (10) business days of receipt of the written request.

If the City does not provide the requested documentation or the documentation or other information reveals that the City is not in compliance with the requirements in Sections 6.02 or 6.03, the City will be in default under this Agreement. The County or CCS will provide the City with written notice of the default, and the City will have thirty (30) business days from receipt of the notice to cure the default. If the City does not cure the default within the thirty (30) business days, the County or CCS may terminate or restrict the City's use of the BCDC until the City cures the default.

## **ARTICLE VII**

### **INSURANCE AND LIABILITY**

7.01 Each Party will obtain its own liability insurance as it deems appropriate regarding performance of its obligations under this Agreement. Each Party will bear its own insurance costs as a separate expense and such cost will not be a shared cost.

7.02 In the event of any third-party claim brought against a Party and related to this Agreement, that Party will, within ten (10) business days of obtaining receipt or knowledge of the claim, notify the other Parties of such claim. Liability as between the Parties will be determined in accordance with the common law and statutory or other applicable law of the State of Texas including but not limited to the Texas Tort Claims Act. Any Party may assert such limitations from liability as are provided under the laws of the State of Texas including but not limited to any immunity a Party may be entitled to by law. Nothing in this Agreement requires that funds be assessed or collected or that a sinking fund be created.

## **ARTICLE VIII**

### **DEFAULT**

8.01 Except for the specific default processes set forth in Sections 5.06 and 6.05, above, if a Party fails to perform or observe any term of this Agreement, the non-defaulting Party will send written notice of the failure to the defaulting Party. If the defaulting Party does not remedy the failure within thirty (30) days after receipt of the written notice, the non-defaulting Party may terminate this Agreement following the process set forth in Section 2.02, above, and may pursue any other remedies available to it at law or in equity.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

9.01 **Incorporated by Reference.** All exhibits and attachments and all other documents attached to this Agreement, if any, are incorporated by reference for all purposes.

9.02 **Assignment.** The Parties may not assign their rights and obligations under this Agreement.

**9.03 Entire Agreement and Modifications.** This Agreement supersedes all prior negotiations, representations, agreements, and contracts, written or oral, between the Parties regarding the subject matter covered in this Agreement and constitutes the entire agreement between the Parties with respect to the subject matter. This Agreement and each of its provisions are binding upon the Parties and may not be waived, modified, amended, or altered except by an amendment signed by the Parties.

**9.04 Waivers.** No delay or omission by a Party in exercising any right or power accruing upon the non-compliance or failure of performance by another Party of any of the provisions of this Agreement will impair any such right or power or be construed to be a waiver of the provision(s). A waiver by a Party of any Agreement term to be performed by another Party will not be construed to be a waiver of any subsequent breach or of any other Agreement term.

**9.05 Binding Effect/Authorization.** This Agreement is binding on and inures to the benefit of the Parties and their respective permitted assigns and successors. The Parties each represent and warrant that they have the full right and legal authority to enter into this Agreement and to grant the rights and perform the obligations in this Agreement and that no third-party consent or approval is required.

**9.06 Notices.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be deemed to have been duly given or served when delivered by email, hand delivery, or by nationally recognized courier service, or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to CCS:  
Attn: Johnnie Wardell, CCS Executive Director  
304 South 22<sup>nd</sup> Street  
Temple, Texas 76501  
Email: johnnie.wardell@ccs1967.org  
Phone: 254-298-7006

If to Bell County:  
Attn: Honorable Judge David Blackburn  
P.O. Box 768  
Belton, Texas 76513  
Email: david.blackburn@bellcounty.texas.gov

If to the City:  
Attn: Chief Pedro Lopez  
3304 Community Boulevard  
Killeen, Texas 76542  
Email: plopez@killeentexas.gov

Or to such other person or address as may be given in writing by either Party to the other in accordance with this provision. If the notice is mailed, it will be deemed delivered within 5 business days after the postmark date.

**9.07 Severability.** In case any provision, for any reason, is held invalid or unenforceable in any respect, such invalidity or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid or unenforceable provision had not been included.

**9.08 Available Funds.** The Parties will have the right to cancel this Agreement at the end of the then current fiscal period if funds are not allotted for the next fiscal year to continue this Agreement. A

Party may affect such cancellation by giving the other Party written notice of its intention to cancel not less than thirty (30) days prior to the end of the then-current fiscal period, stating its reasons for cancellation. Upon cancellation of this Agreement, the Parties will not be responsible for the payment of any services received which occur after the end of the current fiscal period.

**9.09 Force Majeure.** If either Party is prevented from or delayed in the performance of its obligations under this Agreement by reason of war, strikes, riots, storms, fires, epidemics, pandemics, or any other cause beyond the control of the non-performing Party, the non-performing Party is excused from performance to the extent and during the period of prevention or delay. If the delay continues for longer than sixty (60) days, any Party may terminate this Agreement upon written notice of termination to the other Parties.

**9.10 No Third-Party Beneficiaries.** Nothing in this Agreement will create a contractual relationship between a third party and any Party to this Agreement.

**9.11 Counterparts and Copies.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

**9.12 Attorney's Fees.** If a Party to this Agreement retains an attorney to enforce this Agreement, the prevailing Party is entitled to recover from the other Party or Parties reasonable attorneys' fees and other fees, costs, and expenses relating to the successful enforcement or defense of any provision of this Agreement.

**9.13 Choice of Law and Venue.** This Agreement will be interpreted and construed in accordance with the laws of Texas, without giving effect to choice of law rules. Each Party hereby consents to exclusive jurisdiction and venue in the courts located in Bell County, Texas.

**9.14 NO WAIVER OF IMMUNITY. NEITHER THE EXECUTION OF THIS AGREEMENT, NOR ANY CONDUCT OF ANY PARTY REPRESENTATIVE WILL WAIVE OR BE CONSIDERED A WAIVER OF IMMUNITY.**

*(Signature Page to Follow)*

AGREED TO AND EXECUTED;

**COUNTY:**

BELL COUNTY, a political subdivision of the State of

Texas By: [Signature]

Name: David

Blackburn Title:

County Judge

Date: 28<sup>th</sup> day of July, 2025

**CCS:**

CENTRAL COUNTIES SERVICES, a political subdivision of the State of

Texas By: [Signature: Johnnie Wardell]

Name: Johnnie Wardell

Title: Executive

Director

Date: 10 day of July, 2025

**CITY:**

CITY OF KILLEEN, a Texas home-rule municipality

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_ day of \_\_\_\_\_, 2025

**ATTEST:**

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**City Secretary**

**APPROVED AS TO FORM:**

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**City Attorney's Office**