

INTERLOCAL AGREEMENT BETWEEN  
CENTRAL COUNTIES CENTER FOR MENTAL HEALTH AND MENTAL  
RETARDATION  
AND  
THE CITY OF KILLEEN

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter, 791, Texas Government Code, Texas Revised Civil Statutes (Vernon's 1976), between Central Counties Center for Mental Health and Mental Retardation Services dba Central Counties Services, hereinafter referred to as CENTER, a community mental health center and a governmental unit of the State of Texas under the provisions of Texas Health and Safety Code §534.001, Vernon's Texas Codes Annotated, and the City of Killeen, hereinafter CITY, acting through its police department, hereinafter referred to as KPD, for the purpose of creating a collaborative process for providing mental health crisis services by establishing a Co-Responder Program, hereinafter referred to as the 'Program, comprised of specially trained, credentialed staff, Qualified Mental Health Professionals (QMHP), and KPD staff.

**I. Purpose:**

- A. The purpose of this Interlocal Agreement is to:
1. Maximize interagency cooperation among the PARTIES in the implementation of a Co-Responder Program for cases involving mental health crises; and
  2. Formalize the mutual understanding among the PARTIES regarding the Program operations, funding, policies, planning, and training.

**II. Organizational Structure and Control:**

- A. The Roles and Responsibilities of the PARTIES are as follows:
1. The CENTER and KPD will cooperate in providing mutual administrative oversight for the Program and will work together in good faith to resolve any conflicts or disagreements which may arise regarding oversight of the Program.
  2. The CENTER will hire, employ, and supervise the Co-Responder(s). For purposes of this Agreement, a Co-Responder is defined as a specially trained, credentialed Qualified Mental Health Professional (QMHP.) At the time of execution of this Agreement, the PARTIES acknowledge and agree that one (1) full time Co-Responder is to be hired and employed by the CENTER for the Program under this Agreement. The PARTIES acknowledge and agree that additional Co-responders may be added under this Agreement upon the mutual consideration and agreement of the PARTIES.
  3. The CENTER will retain the ultimate decision-making authority regarding the hiring and employment of the Co-Responder(s), except that KPD may reject a Co-Responder candidate based upon the failure of any pre-employment polygraph examination or based upon behavior revealed in conjunction with such examination or background investigation, provided, however, rejection of the candidate is not otherwise prohibited by law.
  4. KPD shall provide portable police radio and office space for the Program.
  5. The Co-Responder(s) will work in cooperation with KPD in order to assist KPD with mental health issues arising during law enforcement activities.

6. The Co-Responder(s) will report to the CENTER for administrative matters (e.g., leave, pay, benefits) and for other matters unrelated to the case-specific work assignments under the Program. The Co-Responder(s) will report to KPD regarding case-specific work assignments under the Program.
7. It shall be the joint responsibility of the CENTER and the Co-Responder(s) to regularly, and in a timely manner, inform KPD of holiday schedules, scheduled vacations, annual leave, or sick leave. Notice of all schedules and leave will be provided to KPD as soon as it is scheduled. The Co-responder(s) will observe holidays as set by the CENTER. When the Co-Responder(s) is on leave for any reason, back-up coverage will not be provided the CENTER.
8. The Co-Responder(s) shall be subject to the personnel policies and procedures of the CENTER. To the extent KPD personnel policies are not in conflict with the CENTER personnel policies, the KPD personnel policies shall also apply to the Program work of the Co-Responder(s). In performance of case work under the Program, the Co-Responder(s) shall adhere to the operational practices and procedures of KPD. Performance appraisals will be handled by the CENTER, except that KPD will be given the opportunity to provide written comments for discretionary use by CENTER in the appraisal process.
9. KPD shall serve as host site for the Program.
10. The CENTER will provide one (1) Co-Responder to work full-time for the Program. Full time is defined as 40 hours per week, 5 days per week, Monday through Friday, 8:00AM-5:00PM, with 1 hour lunch, daily.
11. The CENTER will provide a vehicle and the maintenance for the vehicle, all insurance for the vehicle and required inspection and registration, a laptop, cell phone, cell phone service, wifi service and all related equipment to conduct mental health crisis services. The CENTER will provide liability and worker's compensation coverage covering the Co-Responder during the performance of his/her work with the Program and shall name the CITY as an additional insured on the policy. The policies shall also include a a in favor of the CITY. The CENTER shall provide the CITY with a copy of a certificate of insurance evidencing such coverage and will notify the CITY within 10 days of any change to such policies or cancelation of such policies. Similarly, the CITY will name the CENTER as an additional insured on the CITY's general liability policy and provide a waiver of subrogation on the CITY's worker's compensation policy. Any changes to the CITY's above named insurance policies will be communicated to the CENTER within 10 days of the change.
12. As KPD officers respond to the scene of a call and it is determined that assistance of a Co-Responder will aide in the disposition of the call, the responding officer will work jointly with the Co-responder, either directly or through dispatch.
13. Crisis services training shall be provided to KPD by the CENTER and shall include, but not be limited to, issues related to confidentiality. Additional training, as appropriate, may be provided in-kind to the CENTER or Co-Responder(s) by KPD.
14. KPD will provide training to the Co-Responder(s), and to its respective KPD employees on the Program regarding the Program's goals and protocols, dispatch

protocol for determining the need for the Co-Responder, situational awareness training, and information security training.

15. In the event that a Co-Responder is on leave and/or busy on another case, KPD will utilize the traditional process for requesting emergency crisis services (MCOT) from the CENTER, as needed.
16. If the Co-Responder has complaints, suggestions, comments, or concerns regarding the policies, procedures, practices or decisions of KPD, the Co-Responder is to first present such concerns to Co-Responder's immediate CENTER supervisor who may, in turn, pursue discussions with KPD; provided, however, it shall be permissible for a Co-Responder to communicate with KPD staff regarding daily issues pertaining to efficient and effective case processing.
17. In any instance in which the Co-Responder, in the judgment of KPD, may have engaged in misconduct or failure to fulfill the mission or purpose of the Program as requested, KPD shall notify CENTER, in writing, of the details of the alleged misconduct or failure. The CENTER shall then undertake an appropriate timely review of the allegations. Depending on the nature of the allegations, if the circumstances warrant, and at the Police Chief's discretion, the Co-Responder may be placed on administrative leave from the Program, his/her duties restricted or removed, and/or access to KPD files, software, and facilities limited during the pendency of the review of the alleged misconduct or failure. In the event the allegations are confirmed, the CENTER may implement any necessary or appropriate discipline, up to and including termination of the Co-responder, after discussion with the Program Leadership Team. The Program Leadership Team will consist of the Police Chief and the CENTER's Director of Behavioral Health and their designees. If the Police Chief disagrees with the CENTER's ultimate decision regarding the alleged misconduct, the Police Chief shall be the final authority on whether a particular person may continue in his/her role as a Co-Responder in the Program. The City and/or KPD are under no obligation to continue to utilize the services of any Co-Responder that it deems unsatisfactory but may continue with the operation of the Program and request the assignment of a different Co-responder. Any Co-Responder(s) suspended, terminated, or otherwise disciplined in relation to his/her relationship with the Program shall have no recourse against KPD for any employment decision(s) made by the CENTER.
18. Should the Program or funding be terminated or reduced for any reason, the CENTER is solely responsible for any and all decisions as to whether to continue to employ the Co-Responder(s). The Co-Responder(s) shall have no recourse against KPD for any employment decision(s) made by the CENTER as a result of termination of the Program.
19. Equipment and other tangible property provided to the Co-Responder(s) by KPD as part of the Program will remain the property of KPD and will be returned to the City within thirty (30) days of the termination of the Program or this Agreement, unless otherwise agreed to in writing. If a Co-responder is terminated from the Program, all KPD equipment and tangible property must be returned to the possession of KPD immediately upon termination.

B. Legal Status.

The PARTIES expressly intend that in reference to this Agreement, the CENTER and KPD shall be independent contractors, and have no employer-employee, agency, joint venture, or partnership relationship among themselves; additionally, this Agreement does not create a separate legal entity. Each PARTY shall be responsible and liable for its own actions and responsibilities and those of its respective employees arising under this Agreement or performance of the activities related to the Program.

C. Waiver of Liability; Assumption of Risk.

The Killeen Police Department and the CENTER and Co-Responder(s) agree that they waive all liability for illness, injury up to and including death, and property damage which may occur as a result of participation in the Program. The Killeen Police Department and the CENTER and Co-Responder(s) further agree that responding to law enforcement calls and dealing with persons in a mental health crisis is inherently dangerous and each expressly assumes the risk and liability by participating in the Program.

D. Non-Disclosure of Information; Mass Media Policy.

1. The PARTIES shall adhere to strict laws and policies regarding the confidentiality of any individual served in the Program. The CENTER shall maintain policies and complete training with the Co-responder(s) regarding confidentiality. Each Party agrees to comply with the requirements of the Health Information Portability and Accountability Act of 1996 ("HIPAA"), and amendments thereto, and the privacy, security, and breach notification regulations promulgated pursuant thereto, including regulations which may become effective during the initial term of this Agreement, or during any renewal term thereof. The PARTIES agree to take such action as may be necessary, from time to time, to amend this Agreement as necessary for the PARTIES to comply with HIPAA. Any ambiguity in the terms of this Paragraph shall be resolved in favor of a meaning that permits the PARTIES to comply with HIPAA.
2. As a general rule, all inquiries regarding the Program shall be directed to the respective Public Information Officer representing the involved PARTY. For requests involving a City call for service, the KPD shall respond. For requests involving mental health case supervision issues, the CENTER shall respond.

**III. Effective Date, Duration, Termination, and Funding:**

A. The initial term of this Agreement shall become effective upon approval of the governing bodies of each of the Parties and will commence on the latest signature date below. The Agreement will continue in full force and effect through August 31, 2025, unless terminated in accordance with this Agreement. If this Agreement is not otherwise terminated, the PARTIES will review the Agreement annually, at least 30 days prior to expiration, and unless otherwise terminated or amended the Agreement will automatically renew for successive one (1) year terms. Any Party to this Agreement may terminate its relationship with the Program and withdraw from this Agreement, at any time, by providing the other Party at least thirty (30) days written notification.

B. This Agreement does not obligate any PARTY to provide nor does it constitute a basis for the transfer of funds. Expenditure of funds in connection with the implementation and continuation of this Agreement will be subject to the budgetary processes of each PARTY and to the availability of funds and resources pursuant to applicable laws, regulations and policies. Pursuant to Section 791.001 (c) of the Texas Government Code, the Interlocal Cooperation Act, each PARTY must pay

for the performance of all governmental functions or services from the current revenues available to the paying PARTY.

**IV. General Provisions:**

- A. This Agreement may be executed in one or more counterparts, including by facsimile, each of which when compiled in its entirety shall together constitute one and the same instrument.
- B. This Agreement may be amended by written addendum mutually agreed upon and executed by the PARTIES.
- C. The provisions of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas and in the County of Bell.
- D. This Agreement contains all the terms and conditions agreed upon by the PARTIES. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous and future verbal communications, representations, or agreements between or among CENTER and KPD, unless demonstrated in writing. Any amendments to this Agreement must be in writing and signed by the PARTIES.
- E. In the event any of the provisions herein contained shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable provision was not contained herein. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the PARTIES may renegotiate the terms affected by the severance.
- F. This Agreement shall inure to the benefit of, and shall be binding upon, the PARTIES and their respective successors.

IN WITNESS WHEREOF, the PARTIES hereto have caused their respective and duly authorized representatives to execute this Agreement to be made effective the date last written below.

**City of Killeen, Texas**

**Central Counties Services**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Johnnie Wardell, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Secretary

Attest:

\_\_\_\_\_  
City Attorney's Office

**Killeen Police Department**

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

Date: \_\_\_\_\_