

**AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN
CENTRAL COUNTIES SERVICES AND THE
KILLEEN POLICE DEPARTMENT**

This Amendment is made and entered into pursuant to the terms of the Inter-local Cooperation Agreement between Central Counties Services, hereinafter referred to as “CCS”, and Killeen Police Department, hereinafter referred to as” KPD”, which established the Co-Responder Program to provide collaborative mental health crisis services to individuals and coordinate services with the local mental health authority.

Purpose

The purpose of this Amendment is to clarify the proposed source and timing of funding in connection with the continuation of the Co-Responder Program.

Amendment

Section III. - Effective Date, Duration, Termination, and Funding is hereby amended and restated in its entirety and shall hereafter be and read as follows:

- 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 September 30, 2026, 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 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.
- C. To the extent appropriated by the City of Killeen City Council and adopted in the operating budget for KPD, and to the extent fiscal, physical, and personnel resources remain available, the City will fund the continued operation of the Co-Responder Program beginning October 1, 2025 and ending September 30, 2026. Funding will only be from the current revenues available to the City and nothing contained herein shall be construed so as to require the City to assess, levy, or collect a tax or create a sinking fund to fund its obligations. Additionally, the City’s obligations under this First Amendment shall not constitute a general obligation of the City or an indebtedness under the constitution or laws of the State of Texas.

- D. Funding - Central Counties Services agrees to invoice the City monthly for salary and related expenses of the Co-Responder Program until such time as the City has paid a total of \$30,000 in fiscal year 2026. The City agrees to pay the invoices submitted by Central Counties Services within 30 days of receipt of the invoice.

Pursuant to the terms of the Interlocal Agreement, this Amendment shall be incorporated into the Agreement and effective upon approval of the Parties' governing bodies.

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

City of Killeen, Texas

Central Counties Services

By: _____

Kent Cagle
City Manager

By:

Johnnie Wardell
Chief Executive Officer

Date:

Date:

Killeen Police Department

By:

Pedro
Lopez
Police Chief

Date:

Approved as to Form:

City Attorney's Office