

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF AZLE, LAKE WORTH, SAGINAW,
WHITE SETTLEMENT, PELICAN BAY AND RENO AND MY HEALTH MY
RESOURCES OF TARRANT COUNTY**

This Agreement is entered into by and between the **City of Azle, Texas**, a Texas home-rule municipal corporation; the **City of Lake Worth, Texas**, a Texas home-rule municipal corporation; the **City of White Settlement, Texas**, a Texas home-rule municipal corporation; the **City of Saginaw, Texas**, a Texas home-rule municipal corporation, the **City of Pelican Bay, Texas**, a Texas Type A general law municipality, the **City of Reno, Texas**, a Texas Type A general law municipality (each “City” or collectively the “Cities”), and **My Health My Resources of Tarrant County** (“MHMRTC”), a community center created pursuant to Chapter 534 of the Texas Health and Safety Code. Cities and MHMRTC may sometimes hereafter be referred to individually as a “Party” or collectively as the “Parties.” This Agreement shall be effective as of the date of the last signature below (“Effective Date”).

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS, the Cities’ police departments routinely engage with citizens suffering from mental health crises and behavioral health challenges; and

WHEREAS, MHMRTC provides mental health law liaison services within Tarrant County to provide a therapeutic alternatives to incarceration that include follow-up, health and wellness checks, advocacy, and training for local law enforcement; and

WHEREAS, the Cities and MHMRTC desire to create the Northwest Tarrant County Crisis Intervention Team to reduce the hazards associated with interactions between law enforcement and people suffering with mental illness as well as proactively engaging mental health individuals who pose a threat to the community.

NOW, THEREFORE, the Cities and MHMRTC hereby contract, agree, and covenant for good and valuable consideration as follows:

I. PURPOSE

The purpose of this Agreement is to create the Northwest Tarrant County Crisis Intervention Team (“NWTC CIT”) which will establish a cooperative and mutually-beneficial working relationship between the Parties, with the goal of identifying persons experiencing a mental illness or crisis, facilitating communication between cooperating agencies and the behavioral health community; developing a foundation that promotes effective solutions for assisting those in mental health crisis or with behavioral health challenges; reducing the need for individuals in crisis to have further involvement with the criminal justice system; developing and overseeing each City’s multi-faceted strategies for improving response; providing interaction

and follow-up with individuals in acute mental health crises; and providing guidance in the area of training, policy, procedures and oversight, while improving the safety for officers and the Northwest Tarrant County community.

II. GOALS OF THE NWTC CIT

- (a) To proactively engage and build rapport with individuals suffering a mental health crises who pose a threat to the community.
- (b) To respond to high risk suicidal/homicidal person calls for service with a goal of bringing the call to a peaceful end when possible, by using specialized training with a focus on de-escalation techniques.
- (c) To provide support to participating agencies and various other law enforcement organizations related to individuals with poor mental health and threats against dignitaries, public servants, public figures, and other persons of interest.
- (d) To provide intelligence, resources, and support to outside law enforcement agencies, such as the FBI, Homeland Security, and neighboring agencies.
- (e) To collaborate with MHMRTC law liaison mental health professionals in order to provide outreach and follow-up to individuals who have had contact with a law enforcement agency and exhibit a sign of mental illness.
- (f) To provide support to participating agencies and patrol on tactical calls including, but not limited to, intelligence gathering, hostage negotiation, and coordinating with MHMRTC. Other collaborations will increase as regionalization efforts within Northwest Tarrant County expand (regional SWAT team, regional major case, etc.).

III. DURATION

- (a) This Agreement shall be effective upon the Effective Date and shall remain in full force and effect until this Agreement is terminated by the Parties in accordance with the terms set forth herein. All rights and obligations arising under this Agreement are non-assignable unless otherwise agreed to by both Parties. This Agreement and any exhibits that may be incorporated herein constitutes the sole agreement of the Parties and supersedes any other understandings or written or oral agreements between the Parties regarding the subject matter herein.
- (b) Any Party may terminate this Agreement without cause, by providing thirty (30) days written notice to the other Parties as provided in Section X herein.
- (c) The terms of this Agreement may be amended upon written approval by each Parties' designated representatives without requiring further approval by their respective governing bodies, if any. The amendment(s) becomes effective upon the date of approval by all Parties.

IV. CITY RESPONSIBILITIES

- (a) Each participating City shall assign at least one police officer to the NWTC CIT. At a minimum, the assigned officer will be a TCOLE certified Mental Health Peace Officer. Each City further agrees to ensure that the assigned officer received hostage negotiation training and certification within one (1) year of the officers assignment to the NWTC CIT.
- (b) Officers assigned to NWTC CIT shall fulfill all duties and responsibilities as stated within their respective department's general orders or standard operating procedures, as well as those orders and directions received from their division chain of command, and NWTC CIT chain of command. At any time, if an order issued by the NWTC CIT chain of command to an officer goes against that officer's home agency's policies or procedures, that officer will follow his home agency's policies and procedures. Additionally, the NWTC CIT officer shall:
 - (1) As necessary, develop, document, and utilize rapport with persons suffering mental illness in order to reduce conflict between those individuals and the police department and to maintain up-to-date, reliable information concerning criminal behavior and threats to the community.
 - (2) Aggressively and proactively endeavor to fulfill the mission and goals of the NWTC CIT on an individual and team basis.
 - (3) Produce thorough and well written reports.
 - (4) Participate fully in team training and with an open mind.
 - (5) Receive performance critique during training and operational debriefs.
 - (6) Notify the NWTC CIT chain of command of any developed crime trend threat or criminal information that is relevant to the responsibilities of NWTC CIT.
 - (7) Immediately notify the home agency on-duty supervisor as well as the NWTC CIT chain of command in the event that forced entry may be necessary by task-force members while conducting work on behalf of the task-force.
 - (8) Immediately notify the home agency on-duty supervisor as well as the NWTC CIT chain of command when a task-force member is enroute to a priority 1 call, or a call that involves a weapon (when safe to do so) while conducting work on behalf of the task-force.
 - (9) Immediately notify the home agency on-duty supervisor as well as the NWTC CIT chain of command when outside agencies or specialized units request assistance from NWTC CIT.

V. MHMRTC RESPONSIBILITIES

MHMRTC shall provide trained mental health personnel through its law liaison team to assist with follow-up, health and wellness checks, and advocacy and training for personnel from the participating Cities.

VI. TRAINING

All training of personnel participating in the NWTC CIT (other than required TCOLE training) pertaining to the responsibilities outlined in this Agreement, including but not limited to: crisis intervention techniques and de-escalation, suicide risks and protective factors, and best practice interventions, shall be a collaborative effort between the Cities and MHMRTC.

VII. REPORTING AND DOCUMENTATION

- (a) Data compilation and reporting processes will be coordinated between each City and MHMRTC.
- (b) The Parties shall communicate regularly to ensure that MHMRTC and each City are sharing all appropriate information and coordination of services for individuals in crisis.
- (c) The Parties shall implement and observe all required physical, technical, and administrative safeguards regarding the data compiled and reported under this Agreement.

VIII. OTHER PROVISIONS

- (a) Costs Reimbursed.
 - (1) Each Party is responsible for all costs it incurs in participating in this Agreement. No Party shall be reimbursed by any other Party for costs incurred pursuant to this Agreement. Personnel who are assigned, designated, or ordered by their employer to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation, benefits and rights for the performance of such duties, including injury, death, or Worker's Compensation benefits, as though the performance was rendered directly to his or her regular employer.
 - (2) All wage and disability payments, pension payments, damage to equipment and clothing, medical expenses, travel expenses, including food and lodging, or any benefits or payments to which an employee is entitled shall be paid by the employee's regular employer.

(b) Liability.

- (1) Each Party shall be legally responsible for the conduct of their respective employees, regardless of whether such employees are performing duties at the request of or under the authority, direction, suggestion, or order of the NWTC CIT or individuals from other participating entities. This assignment of civil liability is intended to be different than the liability otherwise assigned under section 791.006(b) of the Texas Government Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
- (2) All equipment used by any Party to carry out this Agreement shall be owned, leased, or rented by the Party using the equipment. All employees participating in the NWTC CIT shall remain employees of their respective participating entity during performance pursuant to this Agreement, for all purposes.

- (c) Waiver of Immunity. Nothing herein shall be construed to be a waiver of immunity by any Party under Chapter 101 of the Texas Civil Practice and Remedies Code, (Tort Claims Act).

IX. CONFIDENTIALITY AND SHARING OF INFORMATION

- (a) The Cities and MHMRTC personnel shall be knowledgeable of and abide by all applicable law pertaining to confidentiality of information related to a consumer's mental history and other medical records, including, but not limited to, the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).
- (b) The Cities and MHMRTC personnel will share information to ensure coordination of care. This information may include police incident reports or protected health information, subject to the requirements of the Texas Public Information Act. The Parties agree that each shall treat as confidential all information regarding either Party's business, operations, and policy that is not otherwise publicly available or subject to disclosure by law.

X. NOTICES

All notices to any Party to this Agreement must be in writing and must be delivered by hand, electronic mail, or registered or certified mail, return receipt requested, to the Party to whom the notice is given at its address set out below or to another address the receiving Party has designated with proper notice to the sending Party.

MHMRTC:

My Health My Resources of Tarrant County

ATTN: _____

Email: _____

CITY OF AZLE, TEXAS:

Azle Police Department

ATTN: Chief Bennett Hall

505 W. Main Street

Azle, TX 76020

Email: bhall@cityofazle.org

With a copy to: City of Azle
ATTN: Tom Muir, City Manager
505 W. Main Street
Azle, TX 76020
Email: tmuir@cityofazle.org

CITY OF LAKE WORTH, TEXAS:

Lake Worth Police Department

ATTN: Chief J.T. Manoushagian

3805 Adam Grubb

Lake Worth, TX 76135

Email: jmanoushagian@lakeworthtx.org

With a copy to: City of Lake Worth
ATTN: Stacey Almond, City Manager
3805 Adam Grubb
Lake Worth, TX 76135
Email: salmond@lakeworthtx.org

CITY OF WHITE SETTLEMENT, TEXAS:

White Settlement Police Department
ATTN: Chief Christopher Cook
8900 Clifford Street
White Settlement, TX 76108
Email: ccook@wspd.us

With a copy to: City of White Settlement
ATTN: Jeff James, City Manager
214 Meadow Park Drive
White Settlement, TX 76108
Email: jjames@wstx.us

CITY OF SAGINAW, TEXAS:

Saginaw Police Department
ATTN: Chief Russell Ragsdale
505 W. McLeroy Blvd.
Saginaw, TX 76179
Email: rragdale@saginawpolice.org

With a copy to: City of Saginaw
ATTN: Gabe Reaume, City Manager
333 W. McLeory Blvd.
Saginaw, TX 76179
Email: greaume@saginawtx.org

CITY OF PELICAN BAY, TEXAS:

Pelican Bay Police Department
ATTN: Chief Brad Anderson
1300 Pelican Circle
Pelican Bay, Texas 76020
Email: _____

With a copy to: City of Pelican Bay
ATTN: Cynthia Daniels, City Secretary
1300 Pelican Circle
Pelican Bay, Texas 76020
Email: _____

CITY OF RENO, TEXAS:

City of Reno

ATTN: Scott Passmore, City Administrator

195 W. Reno Rd.

Azle, TX 76020

Email: scott.passmore@renotx.gov

XI. INDEPENDENT CONTRACTOR

In performing the duties under this Agreement, each Party is acting as an independent contractor, and not as an agent, representative, servant, or employee of the other Party. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder.

XII. PAYMENTS

Any and all payments arising under this Agreement for the performance of governmental functions or services must be made from current revenues available to the paying Party.

XIII. COMPLIANCE

Each Party shall comply with all federal, state and city statutes, ordinances, and regulations applicable to the performance of the services under this Agreement.

XIV. ENTIRE AGREEMENT

This document embodies the entire agreement and understanding between the Parties. There are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

XV. AMENDMENTS

No alteration, change, modification, or amendment of the terms of this Agreement shall be valid or effective unless made in writing, signed by both Parties and approved by the governing body of each Party.

XVI. WAIVER

No waiver of performance by either Party shall be construed or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

XVII. GOVERNING LAW AND VENUE

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas — Fort Worth Division. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XVIII. SUCCESSORS AND ASSIGNS

Neither Party shall assign, sublet or transfer its interest herein without the prior written consent of the other Parties. Any attempted assignment or transfer of all or any part hereof without such prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and permitted assigns.

XIX. NO THIRD-PARTY BENEFICIARIES

The provisions and conditions of this Agreement are solely for the benefit of the Parties, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

XX. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

XXI. FORCE MAJEURE

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed.

XXII. CONTRACT CONSTRUCTION.

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

XXIII. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

XXIV. AUTHORIZATION & APPROVAL

This Agreement has been approved by the governing bodies of Azle, Lake Worth, White Settlement, Saginaw, Pelican Bay, Reno, and MHMRTC, respectively. The execution of this Agreement has been authorized by an act of the governing bodies of Azle, Lake Worth, White Settlement, Saginaw, Pelican Bay, Reno and MHMRTC at a duly called and posted meeting.

IN WITNESS WHEREOF, we have hereunto set our hands this the _____ day of _____, 2023, in multiple originals.

CITY OF AZLE, TEXAS

CITY OF LAKE WORTH, TEXAS

By: Tom Muir, City Manager

Date: _____

ATTEST:

By: Stacey Almond, City Manager

Date: _____

ATTEST:

By: Yael Forgey, City Secretary

By: Holly Fimbres, City Secretary

CITY OF WHITE SETTLEMENT, TEXAS

By: Jeff James, City Manager

Date: _____

ATTEST:

By: Amy Arnold, City Secretary

CITY OF PELICAN BAY, TEXAS

By: Tamra Olague, Mayor

Date: _____

ATTEST:

By: Cynthia Daniels, City Secretary

CITY OF SAGINAW, TEXAS

By: Gabe Reaume, City Manager

Date: _____

ATTEST:

By: Janice England, City Secretary

CITY OF RENO, TEXAS

By: Sam White

Date: _____

ATTEST:

By: Scott Passmore, City Administrator

MY HEALTH MY RESOURCES OF TARRANT COUNTY

By: _____

Title: _____

Date: _____