

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF SAN MARCOS, TEXAS, AND  
HILL COUNTRY**

This agreement is made the \_\_\_\_ day of **August, 2022**, by and between **the City of San Marcos, Texas** ("City"), a municipality incorporated under the laws of the State of Texas, and **Hill Country Mental Health & Developmental Disabilities** ("Hill Country"), a community mental health center and a governmental unit of the State of Texas under the Texas Health and Safety Code Chapter 534.00(c)(2) as amended, for purposes of establishing and maintaining the terms under which the Parties shall provide each other with services as follows:

WHEREAS, the City of San Marcos and Hill Country desire to create a community-based initiative of experienced professionals to engage individuals experiencing crises related to behavioral health in the territorial limits of the City of San Marcos; and,

WHEREAS, the City of San Marcos agrees to provide law enforcement services by assigning professionals from its Police Department's Mental Health Unit; and,

WHEREAS, Hill Country agrees to provide Qualified Mental Health Professional services; and,

WHEREAS, the City of San Marcos and Hill Country desire to create a co-responder mental health unit, which is a community-based initiative to engage individuals experiencing a crisis related to behavioral health for the purpose of offering outreach and follow up services for the individuals; and,

WHEREAS, the City of San Marcos and Hill Country desire to set forth in the Interlocal Cooperation Agreement the specific terms and conditions of the services to be performed and provided by the assigned professionals from both the City of San Marcos and Hill Country.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. TERMS OF AGREEMENT.**

This Agreement will be effective as to each Party on September 1, 2022, and shall continue in force and remain binding on each Party until September 1, 2023. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless, at such time, as either Party terminates its participation in writing with sixty (60) days written notice.

**2. GOALS AND OBJECTIVES.**

- 2.1. It is understood and agreed that the Parties share the following goals and objectives with regard to the co-responder Mental Health Unit (MHU):
  - a. The MHU will be comprised of two City Police Officers, one City Police Corporal, and one Hill Country Crisis Specialist;
  - b. The MHU will respond to behavioral health crisis calls together and will perform outreach and follow up services to individuals known to the team for the purpose of engagement.

- c. The MHU is a community-based initiative that engages individuals experiencing a crisis related to behavioral health for the purpose of offering outreach and follow up services for the individuals.
- d. The team will co-locate and office at Family Justice Center, working primarily as a mobile response unit.

**3. CITY RESPONSIBILITIES.** The City will:

- 3.1. Hire or appoint all Police Officer and/or Corporal staff who possess the willingness and capacity to work together in a joint operational nature to serve on the MHU.
- 3.2. Ensure all peace officers hired to work on the MHU have advanced Mental Health training – either TCOLE or curriculum provided by Hill Country prior to deployment on the team.
- 3.3. Employ the Police Officers / Corporal on the MHU and be solely responsible for all conditions of employment including salary, benefits, scheduling and discipline in accordance with City and Departmental policies and procedures, Meet & Confer Agreement(s), and state law.
- 3.4. Provide total compensation including salary and benefits to Hill Country for the embedded mental health clinician assigned to the MHU.
- 3.5. Coordinate with Hill Country for costs not fully provided by the City and assist with data and assistance in seeking grants or community fundraising for MHU costs such as personnel, supplies, equipment, and operating expenses related to this Agreement.
- 3.6. Provide Criminal Justice Information Services Division (CJIS) training to Hill Country staff in relation to the protection and information sharing policies and protocols of citizens' protected information.
- 3.7. Monitor the effectiveness of the MHU by sharing data related to MHU responses to 911 calls regarding behavioral health crises.
- 3.8. Coordinate with Hill Country to develop, evaluate, and monitor the MHU operating policy, and work with Hill Country in a joint operational nature to maintain its effectiveness.
- 3.9. Notify Hill Country in cases of perceived misconduct or poor performance of Hill Country staff. At any time, the City may request that Hill Country reassign or remove staff for cause. Hill Country will consider the request and collaborate with the City for resolution; provided that the final decision regarding staff assignment or retention remains with Hill Country.

**4. HILL COUNTRY.** HILL COUNTRY will:

- 4.1. Employ the Crisis Specialist (Qualified Mental Health Professional) staff on the MHU.
- 4.2. Provide at no cost to the City, training for MHU staff including Mental Health First Aid for First Responders and Preventing and Managing Aggressive Behavior.
- 4.3. Notify City of San Marcos in cases of perceived misconduct or poor performance of SMPD staff.

**5. BUDGET.**

- 5.1. The City of San Marcos agrees to cover the salary and benefits cost for its MHU staff, plus the Crisis Specialist. The salary and benefits for the Crisis Specialist shall expire when American Rescue Plan Act (ARPA) funds expire in 2026.
- 5.2. The City agrees to cover the cost for MHU vehicles and necessary equipment, fuel, maintenance and insurance costs.
- 5.3. Notification of insufficient MHU Crisis Specialist funding is required by April 1 of each year. Notification should be sent to the Clinical Director of Hill Country.

- 5.4. At the conclusion of this Agreement, all equipment or furnishings purchased by the City or Hill Country related to this Agreement, shall become the property of the purchasing entity. This provision does not limit the right of the parties to agree otherwise in writing at the time of purchase.
- 5.5. In the event that either entity receives reimbursement or compensation for loss or damage to assets purchased with funds related to this Agreement, the proceeds must be used to replace or repair such assets.
- 5.6. This Agreement is contingent upon the continued availability of ARPA funding. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for this agreement, either party may restrict, reduce, or terminate the agreement without cause with sixty (60) days prior written notice to all parties.

## **6. INSURANCE.**

- 6.1. The City of San Marcos is insured through the Texas Municipal League Intergovernmental Risk Pool.
- 6.2. Hill Country is a member of the Texas Council Risk Management Fund.
- 6.3. No Waiver of Immunity. To the extent permitted by law, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with their own actions, and the actions of personnel in providing assistance rendered or performed pursuant to the terms and conditions of the Agreement. Each Party agrees to obtain general liability, public officials' liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.
- 6.4. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provisions. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- 6.5. Indemnification. To the extent permitted under the laws and the Constitution of the state of Texas, both parties hereby agree to hold harmless each Party from the other and all of each respective directors, officers, employees and agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any negligent acts of either Party or Party's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

## **7. COMPLIANCE WITH ALL LAWS.**

- 7.1. All parties to this Agreement will act, at all times, in compliance with all pertinent City ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws. Nothing in this Agreement is intended to conflict with any current laws or regulations, or with the directives of Hill Country or the City.
- 7.2. Regarding Confidentiality, the purpose for the sharing of information amongst CRT members and related first responder personnel is appropriate when the situation involves: a crisis, a community safety issue, and/or is deemed necessary in order to provide continuity of care.

## **8. INTERLOCAL COOPERATION ACT**

- 8.1. The parties agree that the assistance in the context contemplated herein is a “governmental function and service” and that the parties are Local Governments as that term is defined in the Interlocal Cooperation Act, Texas Government Code.

**9. SEVERABILITY**

- 9.1. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

**10. SEVERABILITY**

- 10.1. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

**11. BREACH OF OBLIGATION**

- 11.1. This Agreement contains in its entirety all of the performance to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate the agreement.

**12. VENUE**

- 12.1. This agreement shall be governed by and construed in accordance with the law of the State of Texas. Venue for dispute under this agreement shall lie in Taylor County, Texas.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

**HILL COUNTRY**

**CITY OF SAN MARCOS**

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Tod Citron, CEO  
Hill Country MH and Developmental  
Disabilities Center

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Stephanie Reyes, Interim City Manager  
City of San Marcos, Texas

APPROVED:

APPROVED:

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Hill Country Attorney

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Michael Cosentino, City Attorney