

THE STATE OF TEXAS

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BRAZORIA COUNTY

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**INTERLOCAL AGREEMENT
COOPERATIVE WORKING AGREEMENT**

This Interlocal Contract ("Agreement") is made and entered into and effective as of the 1st day of October, 2025 pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between, **Brazoria County** (the "County") and the **Gulf Coast Center** (the "Center"), a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended.

Purpose:

Gulf Coast Center and the Brazoria County has implemented the *Brazoria County Crisis Co-Response (CCRT) Team*, pairing Gulf Coast Center qualified mental health professionals with Brazoria County mental health deputies for co-response to crisis in the County jurisdiction.

The CCRT team initiative is funded by a Rider 48 *Mental Health Grant for Justice Involved Individuals (MHG-JI) Grant* through the Health and Human Services Commission (HHSC) for fiscal years 2025 and 2026, that HHSC may renew without re-procurement through August 31, 2029, and shall comply with Attachment A Scope of Work and Expectations.

RECITALS

WHEREAS, pursuant to the Act, the Center and the County are authorized to contract with eligible political subdivisions of the State of Texas, to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, The Center is the Health and Human Services Commission (HHSC) designated mental health local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health services for the residents of Brazoria County, Texas and;

WHEREAS, the Center plans to administer the HHSC grant funding and to provide the clinician staffing for the CCRT team using HHSC grant funding and desires to obtain a Cooperative Working Agreement (CWA) with the County for the project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Center agree to the following terms, covenants, and conditions:

ARTICLE 1 – CENTERS RESPONSIBILITY AND SERVICES

Section 1.01 The Center agrees to provide the qualified mental health professional workers' and trainers' time for the project including any necessary devices to effectively perform services under this Agreement.

Section 1.02. Training And Continuing Education. All Center crisis line and Gulf Coast Center staff designated for the pilot project shall have training and education in the area of crisis and 911 services to stay current and compliant on evidence based best practices and the law.

Section 1.03 Center staff designated to work for the CCRT initiative shall follow the Center telehealth policy, procedures, and program requirements.

ARTICLE 2 – FINANCIAL AND OTHER SUPPORTS OF THE CENTER

The CCRT team initiative is funded by a Rider 48 *Mental Health Grant for Justice Involved Individuals (MHG-JI) Grant* through the Health and Human Services Commission (HHSC) for fiscal years 2025 and 2026, that HHSC may renew without re-procurement through August 31, 2029. Gulf Coast Center will have arrangements to invoice HHSC monthly for the Brazoria County deputy costs for CCRT team operations. The amount of HHSC grant funding provided for the County sheriff office costs through this arrangement will not exceed \$200,000 annually. The continued funding of the initiative will be contingent on continued MHG-JI grant funding. Gulf Coast Center and the County agree to reapply for the MHG-JI grant prior to expiration of the current grant period if allowable. The Center will continue to fund all non-grant covered GCC clinician costs for the CCRT initiative.

ARTICLE 2 – FINANCIAL AND OTHER SUPPORTS OF THE COUNTY

Brazoria County will supply the office space for the CCRT team for this agreement period. The County will continue to fund all non-grant covered County costs for the CCRT initiative. The county agrees to provide cost detail for the grant funded deputies each month in support of the center's invoicing of the state to reimburse the county for the two deputies in the amount of \$200,000 annually. The county will also supply in kind cost detail for their command, vehicle, and vehicle operating costs to center in amounts of \$360,000 for FY25 and \$250,000 for FY26.

ARTICLE 3 - TERM AND TERMINATION OF AGREEMENT

This agreement shall become effective October 1, 2025 and remain in effect until August 31, 2026 or until terminated by either party, without cause, after sixty (60) days written notice to the other party or designated funding is no long available. HHSC may renew without re-procurement through August 31, 2029.

ARTICLE 4 – LIABILITY

Section 4.01 - No Personal Liability of Center. To the extent allowed by law the Center's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 4.02 - No Personal Liability of the City. To the extent allowed by law, the County and its agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 4.03 - Independent Contractor Relationship Between the Parties. The relationship between the parties to this Agreement will be that of independent contractors. The parties agree that none of the provisions of this Agreement are intended to create, nor will be deemed or construed to create, any relationship between either party other than that of independent parties contracting with each other to carry out this Agreement. It is expressly agreed that personnel, if any, may not for any purposes be deemed to be an officer, employee, agent, partner, joint ventures, ostensible or apparent agent, servant or borrowed servant of the other party. All the payments, withholdings, and benefits, if any, are the sole responsibility of employer of record.

Section 4.04 – Allocation Responsibility. To the extent permitted by the constitution and laws of the State of Texas, and without the waiver of sovereign immunity or any other defense to which the parties may be entitled to assert, respectively, parties shall retain all applicable legal responsibility for their respective personnel or contractors working pursuant to this Agreement with respect to inter alia, pay, personnel benefits, injuries, accidents, losses, damages, and civil liability. This Agreement is not intended to change in any way the individual employee status or the liability or responsibility of any Party under applicable law. Notwithstanding the above, this Agreement does not confer any liability to either party that is legally attributable to the other party under the Texas Torts Claims Act. Further, nothing in this Agreement is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this Agreement.

Section 4.05 Insurance. During the term of this Agreement, Parties agree to maintain such policies of general and professional liability and other insurance, or a comparable program of self-insurance, at minimum levels as required by state law or, in the absence of a state law specifying a minimum limit, an amount customarily maintained the Parties in the region in which the Party operates. Such insurance coverage shall cover the acts and omissions as well as those of agents and employees. Parties agree to deliver certificates of insurance or other documentation as appropriate to show evidence of such coverage upon request. Parties agree to make best efforts to provide at least thirty (30) days advance notice, and in any event will provide notice as soon as reasonably practicable, of any cancellation or material modification of said policies.

ARTICLE 5 - RECORDS, CONFIDENTIALITY AND ACCESS

The parties hereto shall carry out their obligations under this Agreement in full compliance, to the extent the same may be applicable to them, with HIPAA and all security and privacy regulations issued thereunder, as amended, modified, or supplemented by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") and regulations issued thereunder, and as the same may be amended and in effect from time to time during the term of this Agreement (collectively referred to as the "HIPAA Privacy and Security Rules") and all other current and future applicable State and U.S. Federal laws and regulations pertaining to the confidentiality of health information. The Parties will implement appropriate safeguards to prevent use or disclosure of Protected Health Information ("PHI") and will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits. Parties agree to execute any and all authorization or agreement that may be required to comply with applicable state and federal law.

ARTICLE 6 – MISCELLANEOUS

Section 6.01 - Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 6.02 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, or sent by express or overnight, postage prepaid to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Brazoria County

County Judge L.M. "Matt" Sebesta, Jr.
Brazoria County Courthouse
237 East Locust Street, Suite 401
Angleton, TX 77515
979-864-1200
MattS@brazoriacountytx.gov

Gulf Coast Center

Felicia Jeffery, Chief Executive Officer
4444 West Main
League City, Texas 77573
409-763-2373
FeliciaJ@gulfcoastcenter.org

Brazoria County Sheriff's Office

Bo Stallman, Brazoria County Sheriff
Brazoria County Sheriff's Office
3602 County Road 45
Angleton, Texas 77515
(979) 864-2200
Bo.Stallman@brazoriacountytx.gov

Section 6.03 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

Section 6.04 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 6.05 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the County and the Center or their successors and permitted assigns.

Section 6.06 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 6.07 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 6.08 - Time is of the Essence. Time is of the essence in this Agreement.

Section 6.09 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

Section 6.10 - Authority to Bind Brazoria County. The person or persons executing and signing this Agreement on behalf of the County guarantee that they have been fully authorized to execute the Agreement and to legally bind the County to all the terms and provisions of the Agreement.

Section 6.11 - Authority to Bind Center. This Agreement is not binding upon the Center unless and until it has been executed by the Chief Executive Officer. The person or persons executing and signing this Agreement on behalf of the Center guarantee that they have been fully authorized to execute the Agreement and to legally bind the Center to all the terms and provisions of the Agreement.

Section 6.12 - No Third-Party Beneficiary. Unless otherwise specifically stated in this Agreement, nothing in this Agreement is intended to, or shall be deemed or construed to, create any rights or remedies in any third party. Nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to create any rights of any persons or duties or any responsibilities of County or Center with respect to such persons.

Section 6.13 - Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this

Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

This agreement is executed by the parties in multiple originals on the dates set forth below following the authorized signature of the party representatives.

BRAZORIA COUNTY, TEXAS

GULF COAST CENTER

County Judge L.M. "Matt" Sebesta, Jr.
Brazoria County, Texas

Felicia Jeffery, LPC
Chief Executive Officer

Date:_____

Date:_____

ATTACHMENT A

Statement of Work and Expectations

1) Project Overview

- a) Brazoria County Sheriff Office Mental Health Division and Gulf Coast Center will provide services to support, launch and operate the Crisis Co-Response Teams (CCRT) from the Brazoria County jurisdiction. The CCRTT teams will each include two full-time mental health deputies from Brazoria County Sheriff Office and a three behavioral health professionals employed by Gulf Coast Center (GCC).
- b) The primary goals of this project are to: 1) be the primary response to mental health emergency calls in Brazoria County during team assigned duty hours, 2) provide immediate response, stabilization, diversion from hospital and jail when appropriate, and a relief from burden of law enforcement response for persons in need of mental health crisis care and 3) enhance the ability of law enforcement to respond to public safety needs in a timely, effective, and efficient manner while affording citizens with emergent behavioral health care needs a medical model response.

2) Project Objectives

- a) Reduce the number of patrol units which respond to mental health emergency calls;
- b) Reduce hospitalization, emergency department visits, and jail bookings for person with mental health emergency care needs;
- c) Reduce repeat mental health emergencies for people living with chronic care needs in the Brazoria County community;
- d) Reduce reliance on public safety as the mental health care case coordination provider and increase public safety time for police staff resources; and,
- e) Reduce police use of force on calls with a mental health care element;

3) Work Product and Expectations

In furtherance of the Project objectives set forth above, the Subgrantee shall conduct the activities and produce the deliverables for the Project described below.

a) Subgrantee will:

- i) Be participating members of a CCRT team as defined in this attachment.
- ii) Provide services for public safety mental health related calls for service to the Brazoria County communications center to alleviate the call burden to the police department including calls which may present with moderate public safety risk.
- iii) Leverage community partnerships to ensure continuity of care following stabilization, hospital transport, or emergency detention.
- iv) Provide proactive prevention and intervention services for persons who are chronically experience mental health crisis and therefore rely on emergency services.

- v) Make recommendations for developing or procuring necessary staffing and functionality to support a cohesive team environment;
- vi) Ensure adequate staffing to complete outreach and follow-up activities as well as attend critical case staffing with mental health community partners;
- vii) Assign equipment, and duty shifts in accordance with the mutually agreed upon staffing schedule.
- viii) The Gulf Coast Center administrative representative and shift supervisor will notify the CCRT Team operational and administrative supervisor immediately with shift vacancies and provide alternative staff for the shift.
- ix) Maintain records in cooperation with Brazoria County for program evaluation.
- x) Ensure all assigned staff follow mutually agreed upon policies and procedures to achieve program goals and outcomes.
- xi) Support the development of quality assurance and evaluation plans; and
- xii) Support the development of data collection and storage plans.

4) Activities, Support, and Milestones

a) Organizational, development, and budget preparation:

- i) Prepare and approve program budget annually by August 1st.
- ii) Monitor budget expenditures monthly and prepare a modified budget as needed with no expectation of additional funding but goal setting for fund raising.
- iii) Provide staffing recommendations for all non-field in kind functional areas: program supervisor, fiscal, and administrative functions;
- iv) Support streamlining of job posting/hiring process or recruiting and assigning staff for key positions necessary for program development;
- v) Complete training plan for all positions within the CCRT Team;
- vi) Determine regulatory requirements, develop materials and processes, and support implementation for community-based treatment, outreach, hospital, and jail diversion;
- vii) Develop team follow-up protocols and productivity standards ensuring 60% of team time is spent face-to-face with a client; and
- viii) Ensure team is fully staffed and operational at all times.

b) Project Development and Structure

With public, client, team, and officer safety as a continuous primary objective, the CCRT Team shall serve as the primary response for mental health emergency calls, which do not present a severe threat of immediate violence, received by the Brazoria County dispatch or 911 call center during CCRT Team deployment hours.

- i) Subgrantee's Project development will include the following:
 - (1) CCRT Team Development and Operation
 - (a) The Gulf Coast Center (GCC) will provide three (3) full-time equivalent staff positions with a minimum credentialing of Qualified Mental Health Professionals for the operation of the CCRT Team

- (b) The GCC staff will be employees of the Gulf Coast Center, and have at least bachelor's degree-level education
 - (c) The GCC staff will provide services as described in this attachment for CCRT policy brief, project objectives, and standard operating guidelines.
 - (d) Gulf Coast Center will ensure continuous program staffing in accordance with the mutually agreed upon schedule.
 - (e) Gulf Coast Center will maintain records in such a way to program evaluation.
 - ii) Alternate GCC Staff
 - (1) A Mobile Crisis Outreach Team (MCOT) clinician may be used for the position if the GCC staff assigned to the CCRT Team is temporarily unable to fulfill their duties (such as due to illness or scheduled leave)
 - (2) The use of an MCOT clinician does not require additional grant funding and does not reduce the operating hours stipulated within this agreement.
- c) Provide Data
- i) Subgrantee shall develop and maintain monthly statistical data in collaboration with the Brazoria County and provide upon request:
 - (1) Brazoria County shall provide CCRT Team Data including:
 - (a) Total number served;
 - (b) Unduplicated number served;
 - (c) Unduplicated hospital diversion;
 - (d) Unduplicated jail diversion;
 - (e) Total and Unduplicated number of outreach calls;
 - (f) Total and Unduplicated number of follow up calls; and
 - (2) Additionally, the Gulf Coast Center will assist to complete studies to demonstrate officer time spent on mental health emergency calls to include:
 - (a) Number of patrol units dispatched to, and individual officer time spent on, mental health emergency calls:
 - (3) Each subcontractor will provide an expenditure report reflecting actual program expenditures no later than the 5th day of each month for the following month.
- 5) Application of Subgrant Funds, Payment Schedule, and the Subgrantee's Contributions
- a) The Center and the County are expected to contribute to the Project through the leveraging of resources and in-kind contributions. Such contributions may include, but not be limited to: (i) any in-kind contributions from the GCC and the County which are required for implementation of the Project; and (ii) contributions from local community and private stakeholders (e.g., from area hospitals and mental health providers).