

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

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**INTERLOCAL AGREEMENT  
COOPERATIVE WORKING AGREEMENT**

**BRAZORIA COUNTY CRISIS CO-RESPONSE TEAM LICENSED CHEMICAL DEPENDENCY  
COUNSELOR**

This Interlocal Contract ("Agreement") is made and entered into and effective as of the 15th day of May, 2024 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between, **Brazoria County** (the "County"), a political subdivision of the State of Texas, 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:** The Crisis Co-Response Team (CCRT) partners Gulf Coast Center clinicians with the Brazoria County Sheriff Office Mental Health Division for co-response to behavioral health crisis in Brazoria County. To further enhance and increase co-response outcomes, Gulf Coast Center shall add a Licensed Chemical Dependency Counselor (LCDC) to the crisis co-response team for specialized LCDC assessments and interventions for individuals served by the CCRT team that have substance use recovery needs. The LCDC position will also be tasked with responding to emergency rooms and other service sites when there is an opioid overdose in order to engage the individual to offer/provide them with opioid overdose prevention counseling, linkage to treatment, and to opioid overdose reversal medications.

**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's (HHSC) designated local mental health authority, established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based behavioral health services for the residents of Brazoria County, Texas; and;

**WHEREAS**, the Center, in collaborative partnership with Brazoria County, desires to enhance the CCRT team with the addition of an LCDC counselor to better serve individuals in crisis that also have substance use recovery needs;

**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 County and Center agree to the following terms, covenants, and conditions:

### **ARTICLE 1 – CENTERS RESPONSIBILITY AND SERVICES**

Section 1.01 The Center agrees to provide a qualified LCDC professional for CCRT. Brazoria County agrees to utilize opioid settlement funding to fund the first year of the LCDC position and the Center agrees to continue to provide a qualified LCDC professional after the first year for the project, as funding allows. The County is under no duty or obligation nor does it commit to continue funding the LCDC position beyond August 31, 2025.

Section 1.02 The Center shall ensure that all Center staff designated for the project have training and education in the area of crisis co-response services in order to stay up to date on evidence based best practices and the law;

Section 1.03 The Center shall ensure that Center staff designated to work for the CCRT project follow the Center’s telehealth policy, procedures, and program requirements.

### **ARTICLE 2 – FINANCIAL SUPPORT OF THE COUNTY**

Brazoria County agrees to utilize opioid settlement funding to fund the first year of the LCDC position for an amount not to exceed eighty one thousand dollars (\$81,000.00). The County is under no duty or obligation nor does it commit to continue funding the LCDC position beyond August 31, 2025. The County will incur no additional costs.

### **ARTICLE 3 - TERM AND TERMINATION OF AGREEMENT**

This agreement shall become effective June 3, 2024 and remain in effect until August 31, 2025 or until terminated by either party, with/without cause, after sixty (60) days written notice to the other party.

### **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 County. To the extent allowed by law, the County’s officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof. The County expressly retains all and immunities under Texas law.

### **ARTICLE 5 – MISCELLANEOUS**

Section 5.01 - 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 5.02 - 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, express or overnight, postage prepaid, or sent by facsimile transmission, 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**

237 E. Locust, Suite 401

Angleton, Texas 77515

979-864-1200

Attention: Brazoria County Judge L.M “Matt” Sebesta Jr.

**Gulf Coast Center**

4444 W. Main

League City, Texas 77573

409-763-2373

Email: [FeliciaJ@gulfcoastcenter.org](mailto:FeliciaJ@gulfcoastcenter.org)

in any case to the attention of the Chief Executive Officer Felicia Jeffery.

Section 5.03 - 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 5.04 - 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 5.05 - 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 5.06 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 5.07 - 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 5.08 - Time is of the Essence. Time is of the essence in this Agreement.

Section 5.09 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

Section 5.10 - Authority to Bind 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 5.11 - Authority to Bind Center. This Agreement is not binding upon the Center unless and until it has been executed by the Chief Executive Officer.

Section 5.12 - 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 inmate or duties or any responsibilities of Provider or Center with respect to such inmate.


Section 5.13 - 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.

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

**County of Brazoria**

**Gulf Coast Center**

\_\_\_\_\_  
L.M. "Matt" Sebesta Jr.  
County Judge of Brazoria County

  
\_\_\_\_\_  
Felicia Jeffery, LPC  
Chief Executive Officer

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

Date: 05 / 08 / 2024

Attest:

\_\_\_\_\_  
Joyce Hudman  
County Clerk of Brazoria County