



**Interlocal Agreement
Between
Hill Country Community MHMR Center
And
New Braunfels Police Department
Contract No. 2026-000232**

This Interlocal Agreement ("Agreement") is made and entered into and effective as of September 19, 2025 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between, Hill Country Community MHMR Center (the "HCCMHMRC"), established pursuant to provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992) as amended and New Braunfels Police Department (the "Agency"), a political subdivision of the State of Texas. Center and Agency are hereinafter, collectively referred to as "Party" or "Parties."

Recitals

Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services.

The purpose of this Interlocal Agreement is to establish the terms and conditions under which the Agency and HCCMHMRC will collaborate for the provision of a Comal County Mobile Crisis Outreach Program for Comal County. This Agreement enables the HCCMHMRC to supplement and expand access to early mental health intervention, improved outcomes for individuals in a mental health crisis, and a collaborative approach to suicide prevention with the community.

Now, Therefore, for and in consideration of the mutual promises set forth below, HCCMHMRC and Agency agree as follows:

1. Parties Responsibility and Services

1.1. The HCCMHMRC agrees to provide:

1. Recruitment & Staffing

- Hire, employ, and supervise a credentialed Embedded Qualified Mental Health Professional (QMHP) to work full-time within the New Braunfels Police Department's dispatch center.
- Ensure the Embedded QMHP meets all educational, credentialing, and training requirements (Qualified Mental Health Professional status, CPR, PMAB, etc.) .

2. Clinical Services & Support

- Provide real-time consultation to dispatchers regarding non-violent, non-emergent, behavioral health-related 911 calls.
- Assist in triage, risk assessment, and crisis intervention, including linkage to Mobile Crisis Outreach Teams (MCOT), community providers, or telepsychiatry services as appropriate.



Mental Health

- Support development of individualized crisis safety plans and provide education on coping strategies and community resources.
- 3. Collaboration & Coordination
 - Ensure ongoing coordination with MCOT, first responders, emergency medical services, and community-based agencies to facilitate continuity of care.
 - Participate in regular joint team meetings, case reviews, and consultations with the Department.
 - Provide training and de-escalation support for dispatch staff handling mental health–related calls.
- 4. Reporting & Compliance
 - Collect, maintain, and report data regarding service delivery, outcomes, and program effectiveness to stakeholders as required by the grant.
 - Maintain confidentiality of all records and ensure compliance with HIPAA, Texas Health & Safety Code Chapter 611, Criminal Justice Information Services (CJIS) standards and applicable federal/state laws.
 - Participate in program evaluation, quality improvement, and grant reporting activities.

1.2. The Agency agrees to provide:

- 1. Workplace Integration & Support
 - Provide physical workspace, technology, and access to dispatch operations necessary for the QMHP to perform their duties.
 - Ensure dispatchers and supervisory staff collaborate with the QMHP and MCOT to integrate behavioral health triage into daily operations.
 - Ensure compliance with CJIS requirements and access to secure areas of the agency.
- 2. Operational Coordination
 - Facilitate QMHP involvement in triage and consultation on non-violent, non-emergent, behavioral health–related 911 calls.
 - Ensure QMHP participation in relevant departmental meetings, training, and response coordination activities.
 - Support co-responder efforts between dispatch, patrol units, and MCOT as appropriate.
- 3. Training & Joint Development
 - Include the QMHP in relevant law enforcement and dispatch trainings to promote coordinated crisis response practices.
 - Collaborate with the Center to identify ongoing training needs for dispatch staff regarding behavioral health crisis response.
- 4. Data & Evaluation
 - Provide the Center with non-confidential call data necessary for program evaluation and performance measurement, consistent with privacy and legal requirements.
 - Collaborate in documenting and analyzing the effectiveness of the embedded crisis response model.



1.3. Mutual Agreement

Center and Agency mutually agree to:

- A. To work cooperatively to meet all requirements of this Agreement.
- B. To foster a collaborative, trauma-informed approach that prioritizes safety, de-escalation, and access to treatment.
- C. To respect professional roles, responsibilities, and confidentiality obligations of both behavioral health and law enforcement staff.
- D. To conduct business in a professional and respectful manner, with disagreements elevated to management for resolution.
- E. That neither Party waives sovereign or governmental immunity, or any available defenses or remedies under Federal or Texas law.
- F. To meet regularly to review implementation, evaluate outcomes, and address operational challenges.
- G. To ensure that modifications to this Agreement are valid only if made in writing and executed by both Parties.
- H. To jointly promote public awareness of the program as a community resource for improving crisis response and suicide prevention in the City of New Braunfels.

2. Compensation

This Agreement does not authorize or require any exchange of funds between the Parties. Each Party shall be solely responsible for its own cost and expenses incurred in performing its obligations under this agreement.

3. Period of Performance

This agreement shall become effective **October 15, 2025 and remain in effect until October 14, 2026** or until terminated by either party, without cause, after sixty (60) days written notice to the other Party

4. Cancellation of Agreement

If Notice of Termination has not been given by either Party by the time of expiration of the current term of this Agreement, this Agreement, subject to funding availability, may be renewed for a period agreeable to the Parties. Each Party shall have the opportunity to renegotiate terms sixty (60) days prior to the renewal date. Either Party may terminate this Agreement without cause by providing sixty (60) days' prior notice in writing to the other Party.

5. General Terms and Conditions

5.1. Governing Law

This Agreement is entered into under and pursuant to the laws of the State of Texas, and construed and enforceable in accordance with those laws, without regard to its conflict of law principles. The exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.



5.2. Relationship of Parties

HCCMHMRC, in the performance of its duties hereunder, is an Independent Contractor only, and not an agent, employee, partner or joint venture of or with Agency and nothing herein shall be deemed to create or imply any relationship other than that of an Independent Contractor.

5.3. Severability

If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

5.4. No Waiver of Immunities

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the PARTIES, their past or present officers, employees, or agents, not to create any legal rights or claim on behalf of any third PARTY. The PARTIES do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5.5. Dispute Resolution

In the event a dispute arises between the PARTIES involving the provision or interpretation of any term or condition of this AGREEMENT, and both PARTIES desire to attempt to resolve the dispute prior to termination or expiration of the Agreement or withholding payments. The PARTIES may refer the issue to a Dispute Resolution Panel (the "Panel") composed of the HCCMHMRC's Chief Executive Officer or designee and the Agency's designee, who shall adhere to the following steps:

- A. The Panel shall hold a conference within the time period mutually agreed upon by the PARTIES.
- B. The Panel shall make written recommendations concerning the resolution of the dispute based upon information presented by both PARTIES.
- C. The Panel serves as the final authority in the resolution process.
- D. Resolution must be documented, dated and maintained by both PARTIES.

5.6. 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:

HCCMHMRC

Hill Country Community MHMR Center

C/O: Todd Citron, Chief Executive Officer

819 Water Street, Suite 300

Kerrville, TX 78028

Email/Phone: contracts@hillcountry.org / (830) 792-3300



Program Director

C/O: Anthony Winn
819 Water Street, Suite 300
Kerrville, TX 78028
Email/Phone: awinn@hillcountry.org / (512) 558-2048

AGENCY

New Braunfels Police Department
C/O: Police Chief Osbaldo Flores
3030 W. San Antonio Street
New Braunfels, Tx 78130
Email/Phone: oflores@newbraunfels.gov, (830) 221-4100

5.7. 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.

5.8. 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 Agency and the HCCMHMRC or their successors and permitted assigns.

5.9. Exhibits

All Exhibits attached to this Agreement are incorporated by reference.

5.10. 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.

5.11. Statutory Certification

Each Party represents and certifies that it is eligible to contract with a Texas unit of local government and is not prohibited from doing so under any applicable state or federal law. This includes, but is not limited to, compliance with Texas Government Code Chapters 2252, 2155, 2279, 2270, 2271, 2272, 2274, 669 and 673, relating to terrorism, human trafficking, foreign boycotts, foreign ownership, discrimination, debarment, firearm and energy industry restrictions, agricultural boycotts, and employment eligibility verification. Each Party further certifies that no facts exist that would disqualify it from contracting with HCCMHMRC of any change in status affecting these certifications.



5.12. Entire Agreement

This Agreement contains the entire Agreement between the Parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date, being the later of the dates executed below. Any oral representations or modifications concerning this Agreement will be of no force or effect except in a subsequent written modification executed by both Parties.

IN WITNESS WHEREOF, as evidenced by their signatures below, the PARTIES hereto have agreed to be bound by the terms of this Interlocal Agreement between the PARTIES.

SIGNATURE

Robert Camareno

FULL NAME

DATE SIGNED

City Manager

TITLE

SIGNATURE

Police Chief Osbaldo Flores

FULL NAME

DATE SIGNED

Police Chief

TITLE

SIGNATURE

Tod Citron

FULL NAME

DATE SIGNED

Chief Executive Officer

TITLE