

**INTERLOCAL AGREEMENT BETWEEN HORIZON CITY AND
EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK FOR THE OPERATION OF A
CRISIS INTERVENTION TEAM**

This Interlocal Agreement is entered into as of March 1, 2025 (“Effective Date”), by and between the Town of Horizon City and El Paso MHMR d/b/a Emergence Health Network (“EHN”) for the purpose of implementing and operating a Crisis Intervention Team (“CIT”) in the Town of Horizon City (“City”).

RECITALS

WHEREAS, the purpose of the Interlocal Cooperation Act, Chapter 791, Texas Government Code is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS, EHN was established as the Local Mental Health Authority (“LMHA”) pursuant to Chapter 533 of the Texas Health and Safety Code, and provides a comprehensive array of mental health services in the City; and

WHEREAS, EHN and City desire to explore options for providing safer and more effective responses to dynamic law-enforcement incidents involving persons in suspected mental health crisis and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, EHN and City agree that the CIT model is an effective method in responding to law enforcement situations involving persons in suspected mental health crisis and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, EHN and City desire to enter into this Agreement to implement the CIT model within the City and increase the number of persons diverted from incarceration when allowed by statutes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto do mutually agree as follows:

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1. PURPOSE OF AGREEMENT

This Agreement establishes the procedures and responsibilities of the parties in deploying a CIT to assist persons in mental health crisis and persons with a diagnosed or suspected mental illness and/or intellectual disability, and for providing the necessary transportation, equipment, and supplies for joint operation of the CIT and the sharing of information.

2. ASSIGNMENT OF PERSONNEL BY THE HORIZON POLICE DEPARTMENT

A. The Chief of Police will select and assign no less than one (1) sergeant/lieutenant to oversee the program and no less than two (2) law enforcement officers to the CIT. The officers will be partnered with EHN mental health professional(s) and shall be deployed to examine, investigate, and handle persons believed to be in a mental health crisis, or persons with a diagnosed or suspected mental illness and/or intellectual disability.

- B. Assigned HPD officer(s) shall:
1. Assist with and/or respond to any patrol request involving a call concerning individuals who may have mental health issues.
 2. Assist EHN case worker(s) with individuals with mental illness and respond to mental health crisis calls from the community.
 3. At least annually, coordinate and/or participate in training for Horizon Police Department (HPD) and EHN personnel related to mental health. The training must address, at least, the following components:
 - a. recognize signs and symptoms of mental illness, substance abuse, and cooccurring mental illness; and
 - b. crisis intervention and de-escalation.
 4. Act as a community liaison between other law enforcement agencies and EHN.
 5. Transport consumers meeting Emergency Detention Order (“EDO”) requirements to a facility deemed appropriate by EHN; and
 6. Train officers as mental health officers pursuant to Texas Commission on Law Enforcement requirements.

3. ASSIGNMENT OF PERSONNEL BY EHN

A. EHN shall assign no less than one (1) full-time mental health clinician(s) or a qualified mental health professional-community service (QMHP-CS to be partnered with Horizon Police Department officer(s) within CIT. The Program Director and clinicians shall all be licensed, the QMHP-CS’s shall have their certification through the State of Texas per all regulations, to provide services in the State of Texas. Upon request, EHN shall provide the Horizon Police Department with copies of all licensing certifications for EHN mental health clinicians/QMHP-CS assigned to CIT.

B. Mental health clinicians/QMHP-CS will work with officers in the field and may be scheduled to work various times, days, and holidays throughout the life of this Agreement. In addition, EHN must provide access to a licensed mental health clinician 24 hours a day, 7 days a week, including holidays, for those events where a CIT unit is not available for Crisis Negotiations Team (“CNT”) and/or Special Weapons and Tactics (“SWAT”) Team call outs. The clinician must be on scene within one (1) hour of notification of a CNT/SWAT call out.

C. CIT units provide services in the City of Horizon. EHN mental health clinicians/QMHP-CS shall provide a variety of clinical services for individuals with a diagnosed or suspected mental illness and/or intellectual disability, and assist these individuals, their personal support system, law enforcement, community members, and other social service agencies in understanding and finding solutions to problems that lead to and result from mental illness and severe emotional disorders. EHN personnel shall pass a comprehensive background investigation, as deemed appropriate and provided by the Socorro Police Department.

- D. EHN personnel shall:
1. Subject to Article H of this Interlocal Agreement, EHN personnel shall, to the extent permissible, cooperate, and when necessary, provide statements and/or testimony for criminal, civil and administrative investigations, hearings, and testify in criminal, and civil proceedings.
 2. Assist HPD officers in responding to mental health crisis calls and patrol requests concerning individuals who may have mental health issues within the community.
 3. Twice annually coordinate and/or conduct training for HPD Officers related to mental health. The training must address, at least, the following components:

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- a. Recognizing signs and symptoms of mental illness, substance abuse, and occurring mental illness; and
 - b. Crisis intervention and de-escalation; and
 - c. Alternatives to incarceration or in-patient hospitalization available in the community for individuals with mental illness;
4. Act as a central source of information on mental health incident reports (other than ILEADS reports).
 5. Act as a community liaison between law enforcement and local mental health providers, advocates, and consumers.
 6. Upon written agreement by the parties, fulfill any additional responsibilities related to the Program.
 7. Provide HPD officers training on the current alternatives to incarceration or in-patient hospitalization available in the community for individuals with mental illness.
 8. Enhance communication and coordination between EHN, the HPD, local hospitals, and local courts of jurisdiction through quarterly meetings with these and other local entities that work with individuals with mental illnesses.
 9. Coordinate transportation for individuals with mental illness to appropriate facilities where the mental health consumer can receive necessary services, e.g. psychiatric hospitals, crisis respite facilities, etc.
 10. Assist officers with obtaining Emergency Detention Orders for individuals requiring an in-patient level of care.
 11. Provide encounter data and analysis outcomes to influence and integrate into strategic planning for field operations and smart scheduling based on historical observations.
 12. As subject matter experts serve as the lead in the development of presentations, workshops, and or seminars as it relates to mental health, clinical crisis interventions and approaches, crisis-de-escalation, and crisis stabilization for external conferences and community outreach.
 13. Ensure that there is a clinical administrator assigned to every shift for clinical staffing and disposition approval.
 14. Submit to HPD community welfare checks and follows up for emergent mental health cases of individual and public health concern determined by the local mental health authority.

4. REPORTING

For each CIT unit, the CIT officer shall complete a Daily Activity Report at the end of each shift and will be responsible for completing any other Horizon Department reports. The CIT EHN staff shall complete all necessary EHN forms for each client's chart. Data compilation and reporting processes will be coordinated between the parties.

5. SUPERVISION

A. The HPD will be the lead agency on all law enforcement issues pertaining to CIT operations and structure. EHN will be the lead agency on all mental health oriented non-criminal issues involving assessment and disposition. CIT unit patrols will be supervised through the HPD command structure. EHN will provide a licensed clinician (Director) to supervise EHN personnel. EHN administrators will maintain all administrative oversight for EHN staff.

B. The parties will establish a Supervisor Working Group. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the parties can be addressed on an informal basis. The Supervisor Working Group will allow for input from both parties for strategic planning, shift scheduling, and to work toward a leadership consensus on how some issues can be addressed at the operations level. The Supervisor Working Group shall not be considered a governing body under this Agreement, and it shall not have authority to make a binding decision on behalf of the CIT.

C. The Chief of Police and the Chief Executive Officer of EHN, or their designees, may establish informal working groups to facilitate a productive and organized working environment to discuss issues of common interest. No informal working group shall have authority to make a binding decision on behalf of the CIT.

6. CONFIDENTIALITY AND SHARING OF INFORMATION

A. All personnel assigned to the CIT shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to an individual's mental history and other medical records, and shall comply with all state and federal laws, rules, and regulations in both areas of privacy and security of protected health information.

B. All personnel assigned to the CIT shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to the handling of criminal and administrative investigations and law enforcement reports, and other records, and shall comply with all relevant federal, state, and local laws, rules, and regulations, including, but not limited to, Criminal Justice Information Services ("CJIS") requirements, as well as Horizon Police Department policies and procedures.

C. The criminal history of an individual will be accessed only by sworn Horizon Police Department personnel and will be made available to EHN personnel only as necessary and appropriate, within the limits allowed by federal, state, and local laws, rules, and regulations, and in compliance with Horizon Police Department policies and procedures.

D. The mental health history of an individual will be accessed only by EHN clinicians and will be made available to officers assigned to the CIT only as necessary and appropriate and within the limits allowed under state and federal patient privacy laws.

E. EHN clinicians will disclose mental health history information or any other protected mental health information to other personnel within the Horizon Police Department the following circumstances:

1. In response to a court order, warrant, subpoena, summons, or other process issued by a court.
2. If the clinician believes that the client presents a serious present or imminent danger of violence to self or another person.

F. In accordance with 42 CFR Part 2, EHN clinicians may disclose mental health history information or any other protected mental health information to medical personnel in response to an

emergency involving the individual if such disclosure is necessary based upon the clinician's exercise of his or her professional judgement.

G. Unless otherwise provided for by law or separate agreement, any information shared in connection with the CIT by any of the parties may not be further disseminated without the express consent of the party from which the information originated.

H. Each individual party remains responsible for processing any external requests for information related to the CIT that is directed at it, whether such requests are pursuant to federal or state open records laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from the other party, the party processing the request shall consult with the party from which the information originated prior to releasing the information. The Chief of Police and CEO of EHN, or their designees, shall be notified of all information requests related to the CIT that are received by either party.

I. The Chief of Police shall designate a specific individual to serve as the primary media point of contact for the CIT. Any statements or releases of information to the media, or responses to media inquiries, on behalf of the CIT shall be made exclusively by the designated point of contact. The parties, however, may independently make a statement or release of information to the media or respond to media inquiries with respect to any activities of the respective agency that relate to the CIT. The Chief of Police will be advised when such a release is to be made by EHN.

7. RESPONSIBILITY OF DISPATCHING OF CIT UNITS

A. The CIT units will receive calls directly from Horizon Police Department dispatch when the situation is required. If available, the CIT units will respond to requests from Patrol units when assistance is needed in handling a person suspected of having a mental illness or intellectual disability. Additionally, and as necessary, the CIT units will receive requests from EHN staff. Such requests from EHN will be communicated to a Horizon Police Department CIT supervisor and Horizon Police Department dispatch according to current policy and procedure.

B. While the priority of the CIT units will be to respond to individuals in mental health crisis, there may be situations, as time allows, where CIT units may also receive referral or follow-up requests for CIT units to proactively engage homeless mentally ill persons and attempt to direct them to proper services.

8. BARRICADED SUSPECT OR HOSTAGE SITUATIONS

CIT units may be dispatched or called out to a location where a barricaded suspect or hostage situation is involved. The role of CIT units at a barricaded suspect or hostage situation is to provide on-scene mental health history of the individual involved and to act as a resource to the incident commander.

9. TRAINING

Training of CIT personnel shall be a collaborative effort amongst the Horizon Police Department and EHN. Horizon Police Department and EHN management will determine together the curriculum, schedule, and personnel to be trained.

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10. COMPENSATION

- A. The City shall pay to EHN annually an amount not to exceed **Seventy-Three Thousand Nine Hundred Seventy-One and 00/100 Dollars (\$73,971.00)** per City fiscal year for the assignment of the one (1) mental health clinician for the duration of the Agreement.
- B. When an EHN mental health clinician is absent from an assignment for more than ten (10) consecutive workdays, the City will cease being billed for that clinician's salary and benefits beginning on the eleventh (11th) day of the clinician's absence, unless EHN, at its discretion, assigns another mental health professional to fulfill the duties of the director or mental health specialist during the program directors or clinician's absence. Billing will not resume until the program manager or clinician returns to regular duty.
- C. Payments made under paragraphs A and B shall be made to EHN monthly and shall be due on the tenth (10th) day after receipt of an invoice for services under this Agreement.
- D. City will provide primary office space for EHN use at the Horizon Police Department Headquarters or one or more of the various Horizon Police Department Patrol Stations. EHN shall be responsible for any additional office space deemed necessary by EHN. Such additional office space must be compliant with all applicable CJIS requirements.
- E. Except for tactical go-bags, and ballistic vests, the City shall provide all equipment and supplies deemed necessary by the Horizon Police Department for the use of the CIT. EHN shall be responsible for any equipment and supplies needed for any additional space locations deemed necessary by EHN. Such additional equipment and supplies must be compliant with all applicable CJIS requirements.
- F. The city shall purchase a cell phone and surface pro for the use of EHN staff. Pay for the cell phone service used by assigned EHN personnel to perform the duties of the CIT.
- G. Within seven (7) working days of the execution of this Agreement, liaisons from both parties shall establish formal procedures for the purchase of equipment and/or reimbursement processes.
- H. Subject to the payments and reimbursements referenced above, City and EHN agree to assume all personnel costs for their CIT representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency policies.
- I. This Agreement may be subject to the annual appropriation of funds by the City and any external grant funding available to the City. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then the City shall be entitled to immediately terminate this Agreement, without penalty or liability. The City will be responsible for payment of all monies due up through the date of such termination.
- J. The parties shall undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services. The parties agree to share information and/or data to help with the applications for grants. Should either party use the other party for matching funds, the parties agree to ensure that the funds are mutually used to the best benefit of the CIT, subject to the rules or conditions applicable to that grant award.

11. TERM AND TERMINATION

- A. This Agreement is valid upon the City’s receipt of grant funding, and shall commence on the Effective Date of this agreement and terminate on the 30th day of September, 2025 regardless of the date of execution of this Agreement.
- B. This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party sixty (60) days before the effective date of termination. City will be responsible for payment of all monies due up through the date of such termination.
- C. In the event the parties identify and obtain sustainable funding, including private and public grants, for the coverage of the services provided herein, the parties may either amend this Agreement or terminate this Agreement immediately upon the effective date of a new agreement utilizing said funding.

12. PROGRAM AUDIT

This Agreement and its requirements are subject to audit by the parties, and it is their responsibility to conduct an audit whenever they deem it necessary. Such an audit shall be at the individual party’s expense. Parties shall share information with each other for the purposes of compiling statistics on an annual basis to ascertain the effectiveness and reduced jail rates achieved by the program. The Horizon Police Department agrees to maintain all records relating to the operation of the CIT consistent with Horizon Police Department policies on record retention. EHN client records shall be housed for a period of seven years after contact with the client is terminated.

13. QUALITY ASSURANCE

- A. EHN shall develop and implement written policies and procedures to evaluate the performance of the terms and conditions of this Agreement and measure client and local stakeholder satisfaction.
- B. The City will engage in monitoring activities to evaluate the quality of various aspects of service delivery. Some of these activities include but are not limited to the following: a) site visits to evaluate and document various administrative and programmatic requirements; b) review of data reports to evaluate programmatic outcomes; and c) review of general administrative compliance documents. EHN will be required to participate in all monitoring and evaluation activities.

14. MISCELLANEOUS

- A. Notices. Unless otherwise provided here in, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the Parties. Notices are effective upon receipt. Parties may change their notice information in the same manner.

CITY	Marcos A. Vargas, Chief of Police Horizon Police Department 14999 Darrington Rd, Horrrizon City, TX 79928
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cc: Andres Renteria
Mayor
14999 Darrington Rd
Horizon City, TX 79928

EHN Kristen Daugherty
Chief Executive Officer
El Paso MHMR d/b/a Emergence Health Network
201 E. Main Street, Suite 600
El Paso, Texas 79901

cc: EHN Legal Unit
El Paso MHMR d/b/a Emergence Health Network
201 E. Main Street, Suite 600
El Paso, Texas 79901

B. Governing Law. For the purpose of determining the place of agreement and the law governing same, this Agreement, including this Addendum, is entered into in the County of El Paso, State of Texas and shall be governed by the laws of the State of Texas. The laws of the State of Texas govern in determining any evidentiary privileges claimed by the parties. Venue for all causes of action arising from or in connection with this Agreement, including this Addendum, shall be in El Paso County, Texas. The parties agree that the statute of limitations as prescribed under Texas law, including but not limited to Texas Civil Practice and Remedies Code chapter 16 (herein, the "Statute of Limitations"), shall govern. Any language prescribing a period less than the Statute of Limitations shall be of no effect.

C. Independent Contractors. The relationship between the parties shall be that of an independent contractor. It is agreed that neither the parties nor any of their personnel shall be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant or borrowed servant of any other party to this Agreement. Each party remains liable for the acts and omissions of its officers, employees, agents, and representatives and shall also be responsible for any compensation or benefits owed or accrued to its officers, employees, agents, or representatives.

D. No Private Right Created. This is a cooperative government agreement among the parties and is not intended to confer any right or benefit to a private person or party.

E. No Waiver of Immunity. No Party waives or relinquishes any immunity or defense on behalf of itself, trustees, officers, employees (paid or volunteer), and agents as a result of the execution of this Agreement or as a result of the performance of the functions or obligations described herein.

F. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties. This Agreement shall not be modified or changed unless the same is in writing and signed by the respective Parties hereto or as permitted by Subsection G, below. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

G. Addendums; Memorandums of Understanding. EHN and the City may add addendums or memorandums of understanding ("clarifying documents") to this Agreement to further clarify this Agreement without further approval of each party's governing board; provided, however, that such clarifying documents must be consistent with this Agreement and may not have any fiscal impact or cost beyond the scope of this Agreement. In the event of any discrepancy between any such clarifying

documents and this Agreement, this Agreement shall govern. An official with general authority to approve policies or procedures of that entity shall execute any such clarifying documents.

H. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

I. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

J. Force Majeure. Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts of God, acts or omissions of carriers, or other similar causes beyond their control.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities, with legal authority to do so.

The City of Horizon

Andres Renteria
Mayor

Date: _____

AGREED:

Marcos A. Vargas
Chief of Police

Date: _____

El Paso MHMR d/b/a Emergence Health Network

Kristen Daugherty
Chief Executive Officer

Date: _____