

**INTERLOCAL AGREEMENT BETWEEN
INTEGRAL CARE
AND
CITY OF AUSTIN/AUSTIN POLICE DEPARTMENT**

This Interlocal Agreement ("**Agreement**") entered into pursuant to Chapter 771 of the Texas Government Code is effective on the later of the two execution dates below ("**Effective Date**"), by and between Austin-Travis County Mental Health and Mental Retardation Center d/b/a Integral Care ("**Integral Care**"), a community center formed under and governed by Chapter 534 of the Texas Health and Safety Code, and The City of Austin, Texas, by and through its Austin Police Department ("**APD**"), each, a "Party" and, collectively, the "Parties, for the purpose of describing the Parties' agreement to cooperate as more particularly described below.

NOW, THEREFORE, for and in consideration of the services to be performed hereunder and other good and valuable consideration, the Parties hereto agree as follows:

SECTION I. OBLIGATIONS OF INTEGRAL CARE

1.1 **Staff.** Assign no more than seven (7) of its EMCOT employees (each, an "EMCOT Staff Member", and collectively, "EMCOT Staff") to work on-site at the Combined Transportation, Emergency, and Communications Center ("CTECC") of APD's Emergency Communications Division ("ECD") to accept 9-1-1 phone call transfers from ECD for purposes of connecting to a mental health professional those 9-1-1 callers who may be experiencing a mental health crisis.

1.2 Ensure all EMCOT Staff adhere to CTECC security clearance protocols of which they have been made aware via written communication while providing services pursuant to this Memorandum.

SECTION II. OBLIGATIONS OF APD

2.1 **Office Space** Provide or cause to be provided sufficient work space for EMCOT Staff including, but not necessarily limited to, desk chair, telephone, desktop computer monitor and a computer docking station.

2.2 **Parking Space** Provide sufficient parking space for EMCOT Staff.

2.3 **Other Obligations.** APD shall provide Integral Care with a written copy of any CTECC security clearance protocols with which Integral Care must comply, as described below in each of the attachments hereto.

SECTION III. COMPENSATION

Neither Party shall be entitled to any compensation from the other for any of its actions hereunder.

SECTION IV. TERM AND TERMINATION

This Agreement shall begin on the Effective Date and shall continue until terminated by at least thirty (30) days written notice given by either Party.

SECTION V. COMPLIANCE

APD, Integral Care, and each of their respective agents, subcontractors, and employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of their respective obligations pursuant to this Agreement, including but not limited to those promulgated by APD. In case of conflict, the most stringent applicable safety requirement shall govern. To the extent allowed by Texas law, and without waiving any immunity or other protection to which the Parties may be otherwise entitled, the Parties agree that the breaching Party will be responsible, to the exclusion of any such responsibility of the non-breaching Party, for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

SECTION VI. GENERAL TERMS AND CONDITIONS

6.1 **Notices.** Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent postage prepaid by U.S. Postal Service Certified Mail, Return Receipt Requested. Notices delivered by any other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, or other commercially accepted means. Either Party may change its address for notices by giving the other Party notice of the change in accordance with the requirements of this Section 6.1. Notices to Integral Care and APD shall be addressed as follows:

To Integral Care and its General Counsel by personal delivery:

Integral Care
Attn.: David Evans, Chief Executive Officer and
Lisa Ott Laky, General Counsel
1430 Collier Street
Austin, TX 78704

To Integral Care and its General Counsel by Certified Mail:

Integral Care
Attn.: David Evans, Chief Executive Officer and
Lisa Ott Laky, General Counsel
P.O. Box 3548
Austin, TX 78764-3548

To Austin Police Department by personal delivery or Certified Mail:

APD
Attn: Brian Manley, Chief of Police
715 E. 8th St.
Austin, TX 78701

6.2 **Independent Contractor.** The Agreement shall not be construed as creating an

employer/employee relationship, a partnership, or a joint venture. Each Party's services shall be those of an independent contractor. Each Party agrees and understands that the Agreement does not grant to it, or any other employee of that Party, any rights or privileges established for employees of the other Party.

6.3 Assignment-Delegation. This Agreement shall be binding upon and inure to the benefit of Integral Care and APD and their respective successors and assigns. Neither Party may assign or transfer any of its rights or obligations under the Agreement, by subcontract or otherwise, without the prior written consent of the other Party. Any attempted assignment or delegation shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the Parties that there be no third-party beneficiaries to the Agreement.

6.4 Waiver. No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party. No waiver by either APD or Integral Care of any one or more events of default by the other Party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

6.5 Modifications. The Agreement can be modified or amended only by a writing signed by both Parties.

6.6 Interpretation. The Agreement is intended by the Parties as a final, complete and exclusive statement of the terms of their agreement with respect to its subject matter. No course of prior dealing between the Parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one Party, it is the intent of the Parties that all provisions be construed in a manner to be fair to both Parties, reading no provisions more strictly against one Party or the other.

6.7 Dispute Resolution.

6.7.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the Parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each Party, by providing no less than fourteen (14) calendar days written notice, at such time and place as agreed by the Parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below.

6.7.2 If the efforts to resolve the dispute through negotiation fail, or the Parties waive the negotiation process, the Parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, Integral Care and APD agree to act in good faith in the selection of the mediator and to give consideration to qualified

individuals nominated to act as mediator. Nothing in the Agreement prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the Parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The Parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. Integral Care and APD will share the costs of mediation equally.

- 6.7.3 To the extent that Chapter 2260, Texas Government Code, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by APD and Integral Care to attempt to resolve any claim for breach of contract made by Integral Care that cannot be resolved in the ordinary course of business. The chief business officer of APD will examine Integral Care's claim and any counterclaim and negotiate with Integral Care in an effort to resolve such claims. The Parties specifically agree that: (a) neither the execution of the Agreement by either Party nor any other conduct, action or inaction of any representative of either Party relating to the Agreement constitutes or is intended to constitute a waiver of either Party's immunity or the state's sovereign immunity to suit; and (b) neither Party has waived its right to seek redress in the courts.

6.8 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the Parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of Integral Care to seek and secure injunctive relief from any competent authority as contemplated herein.

6.9 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

6.10 **Rights to Contractual Material.** Determination of the public nature of the material created, maintained and/or exchanged by or between hereunder is subject to the Public Information Act, Chapter 552, Texas Government Code. Each Party strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Public Information Act. Each Party agrees that it will promptly notify the other upon receipt of a Public Information Act request that involves records created by or exchanged with the other Party. In accordance with Section 552.002 of Public Information Act and Section 2252.907, Texas Government Code, and at no additional charge to the other Party, each Party also agrees that upon receipt of a Public Information Act or other request that involves records created, maintained or exchanged by or maintained with the other Party, it will promptly make any information created, maintained or exchanged by or between the other Party pursuant to this Agreement (and not otherwise exempt from

disclosure under the Public Information Act) that is subject to such request available in a format reasonably requested by the other Party. Further, records of ECD calls transferred to EMCOT Staff hereunder shall be treated as confidential by the Parties and their respective employees in compliance with applicable federal and state laws, rules and regulations.

6.11 **Non-Discrimination.** Integral Care and APD agree to comply with all applicable provisions of Title VI of the Civil Rights Act of 1964 (Public Law 88-352), section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations pursuant to these acts.

6.12 **Regulations.** Integral Care and APD are each subject to the applicable requirements of various local, state, and federal laws, rules, and regulations. Any provision required to be in this Agreement by any of the above shall bind Integral Care and APD whether or not provided herein.

6.13 **Headings.** The headings contained in this Agreement are for the convenience of the Parties only and shall not be deemed to affect the meaning of the provisions hereof.

6.14 **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original and together shall constitute one and the same document.

6.15 **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the Parties shall survive the expiration or termination of the Agreement.

6.16 **Trademarks and Co-Branding.** The Parties acknowledge and agree that their respective names, marks, and logo designs are their respective proprietary and intellectual property and may not be used except as provided by a written agreement between the Parties.

This Agreement is executed in duplicate originals.

INTEGRAL CARE:

City of Austin:

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

Date: _____

Date: _____