

**JOINDER AGREEMENT AND AMENDMENT #5
TO INTERLOCAL AGREEMENT
BETWEEN
HARRIS COUNTY SHERIFF'S OFFICE
AND
THE HARRIS CENTER FOR MENTAL HEALTH AND IDD
CLINICIAN AND OFFICER REMOTE EVALUATION PROGRAM (CORE)**

This Joinder Agreement and Amendment #5 (“Joinder” and “Amendment #5”) to the original Interlocal Agreement (“Agreement”) dated February 9, 2021, between Harris County, a body politic through its Harris County Sheriff’s Office (“HCSO”) is now Joined by the City of Seabrook through its **Seabrook Police Department** (“SPD”) (“Peace Officer” or “Policing Agencies”) and **The HARRIS CENTER for Mental Health and IDD** (“The HARRIS CENTER” or “Agency”) a State designated Community Center and an Agency of the State of Texas and pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§ 791.001 – 791.030. SPD and The HARRIS CENTER may each be referred to individually herein as a “Party,” or collectively as the “Parties.”

Recitals

WHEREAS, HCSO in 2017 was the first law enforcement agency in the nation to pilot a telepsychiatry program for patrol deputies. That pilot program evolved into the Clinician and Officer Remote Evaluation Program (“CORE”) in 2019 that uses masters-level clinicians instead of psychiatrists. The HARRIS CENTER partners with HCSO to provide Licensed Master Level Clinicians (Texas LPC or LCSW) to efficiently respond to mental health crisis calls in the community. The stationary clinicians use Tele-Health video technology to link to law enforcement and complete mental health crisis assessments in real time in a manner consistent with applicable state and federal laws, rules, and regulations.

WHEREAS, Harris County did enter into an Interlocal Agreement on behalf of its HCSO on February 9, 2021 with the Agency to provide mental health crisis assessments through Agency’s CORE Program; and

WHEREAS, on November 30, 2021 the Harris County Constables Precincts 1 through 8 will become participants in this ILA through Joinder Agreement and Amendment No. 1.

WHEREAS, on November 1, 2021, the City of Baytown became a participant in this ILA through Joinder Agreement and Amendment No. 2.

WHEREAS, on or about December 14, 2021, Harris County Fire Marshal’s Office will become a participant in this ILA through Joinder Agreement and Amendment No. 3.

WHEREAS, on or about December 14, 2021, the Pasadena Police Department will become a participant in this ILA through Joinder Agreement and Amendment No. 4.

WHEREAS, SPD now desires to participate along with the other policing agencies in the CORE Program and provide assessments of persons believed to be in an emergency mental health crisis (“Consumers”).

WHEREAS, the Agency, County and the SPD agree that a public purpose will be served by participation in the Program.

WHEREAS, in connection with this Joinder Agreement and Amendment #5 and its execution, SPD (i) by execution of this Joinder Agreement shall be deemed automatically to be a Party to the Agreement, (ii) shall have all rights and obligations the same as other Policing Agencies that have joined prior to this Amendment #5 and shall agree, and do hereby agree to be bound by the terms and conditions set forth in the Agreement as if they were an original Party thereto.

Parties agree to the following revised term:

1. Subsection viii is added to Article I (A). HCSO's Responsibilities:

viii. HCSO will train all SPD Officers on the policies and procedures on operation of the Program.

2. Subsection xii is added to Article I (B). Agency's Responsibilities:

xii. Agency will provide an additional five (5) iPads to the Seabrook Police Department for its Officers use. The iPads count may adjust up or down as determined by the Parties without necessity of amendment to this Agreement.

3. The following address is added to Article 10. Notice:

Copy To: Seabrook Police Department
 1400 Cook Street
 Seabrook, Texas 77586
 Attn: Chief Sean Wright
 Email: swright@seabrooktx.gov

B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

4. Pursuant to 7 Tex. Gov. Code §791.011 (d)(3), each Party paying for the performance of services must make those payments from current revenues available to the paying Party.

Each Party, severally and not jointly, represents and warrants that it has full power to execute and deliver this Joinder Agreement and Amendment #5, and Signatory has authorization to bind Party to the terms of this Agreement and Amendment.

This Agreement and Amendment may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

SEABROOK POLICE DEPARTMENT

By: _____
Sean Wright
Chief of Police

**THE HARRIS CENTER FOR MENTAL HEALTH
AND IDD**

By: _____
Wayne Young, MBA, LPC, FACHE
Chief Executive Officer

APPROVED BY FORM

By: _____
Kendra Thomas, General Counsel