

**INTERLOCAL AGREEMENT REGARDING
PROCEEDINGS AND COSTS FOR COURT ORDERED MENTAL HEALTH SERVICES**

1. RECITALS.

(a) Texas Panhandle Centers (TPC) is the local mental health authority for the Texas Department of Health and Human Services, serving residents of counties within areas commonly known as the Texas Panhandle and the South Plains of Texas.

(b) There are, within the Texas Panhandle and the South Plains, certain fully staffed 24 / 7 state-of-the-art mental health facilities including but not limited to the Pavilion at Northwest Texas Hospital in Amarillo, Texas, and Oceans Behavioral Hospital in Amarillo, Texas, that are deemed suitable by TPC for persons who are in need of court ordered mental health services.

(c) Residents within the TPC Service Area, and occasionally from counties outside the TPC service area, who are in need of mental health services, are routinely transported to these Potter County facilities by law enforcement or private conveyance. Legal proceedings for such residents are routinely conducted in Potter County pursuant to Chapters 573 and 574 of the Texas Health and Safety Code, with the Potter County Attorney representing the State of Texas in such proceedings, and the Potter County Judge presiding over such proceedings. This serves the interests of the patients and their families, and the counties in which they reside.

2. PURPOSE.

The purpose of this Interlocal Agreement is to provide for an equitable cost sharing arrangement between Potter County and the counties in which such patients reside, or in which emergency detention procedures for such patients are initiated.

3. DUTIES and COST SHARING

In the circumstances described above, Potter County will serve as venue for legal proceedings in relation to applications for court ordered mental health services, with the Potter County Attorney's office representing the State of Texas, and the Potter County Judge serving as presiding officer over such proceedings. In these instances, Potter County will charge a participating county for the following costs as authorized by the Texas Health and Safety Code:

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|-----|--|-------------------------|
| (a) | Clerk's Fee
Local Government Code 118.052 | \$ 40.00 |
| (b) | Fee for associate judge for show cause hearing.
HSC 574.025 and 571.017 | not to exceed \$ 200.00 |
| (c) | Fee for attorney ad litem for show cause hearing.
HSC 571.017 - 571.018 | not to exceed \$ 200.00 |
| (d) | Fee for County Judge for final hearing
HSC 574.031 (j) | \$ 50.00 |

- (e) Fee for attorney ad litem for final hearing, with jury waiver. HSC 571.017 - 571.018 not to exceed \$ 200.00
- (f) Fee for attorney ad litem for additional hearing, if needed, on application for order to authorize psychoactive medication. HSC 574.104 - 106 and 571.017 - 571.018. not to exceed \$ 150.00
- (g) Prosecutor's expenses. HSC 574.031(k) \$ 50.00
- (h) In the event of a jury trial: (1) jury fee; (2) court reporter fees; (3) additional fee for attorney ad litem to be set by the presiding judge not to exceed \$ 100.00 per hour for documented reasonable and necessary attorney services. HSC 571.017 - 571.018 case-by-case
- (i) Reasonable expenses for transport of patients between counties. HSC 571.018 case-by-case

4. PENDING CRIMINAL CHARGES

This agreement does not apply with respect to proposed patients who have pending criminal charges. Proposed patients with pending criminal charges will remain under the supervision of the courts in the counties in which those charges are pending unless and until written confirmation is received that such charges have been dismissed. Participating counties and their agencies are cautioned against transporting persons with pending criminal charges to mental health facilities in Potter County without first consulting with those facilities.

5. ADDITIONAL TERMS and REPRESENTATIONS

(a) Each party is a local government within the State of Texas.

(b) The respective governing body of each party finds that the subject of this Agreement is necessary for the benefit of the public or a public purpose; specifically, to provide appropriate mental health services to the residents of participating counties; and that each party has the legal authority to perform and to provide the function or service which is the subject matter of this Agreement; and that any apportionment of costs fairly compensates the performing party for the services performed under this Agreement; and that the performance of this Agreement is in the common interest of both parties.

(c) Each party performing a service or paying for the performance of a service under this Agreement shall render performance and make payments from current revenues legally available to the party.

(d) The parties agree that there is no joint venture, partnership, or other coordinated action between the parties as to the subject matter of this agreement, other than the formation of this Agreement, and that the purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the services and expenses described. This agreement does not create any right, benefit, or cause of action for any third party. By this Agreement neither Party waives,

nor shall be deemed hereby to waive, any immunity or defense that would be available to it in claims or litigation of any nature. Each Party shall be solely responsible for any loss, property damage, bodily injury or death arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

(e) Each Party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in a court of appropriate jurisdiction in Potter County, Texas.

(f) This Agreement shall become effective on the first day after it has received approval of both governing bodies.

(g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such holding shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

(h) This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified only in writing by the mutual agreement of the Parties.

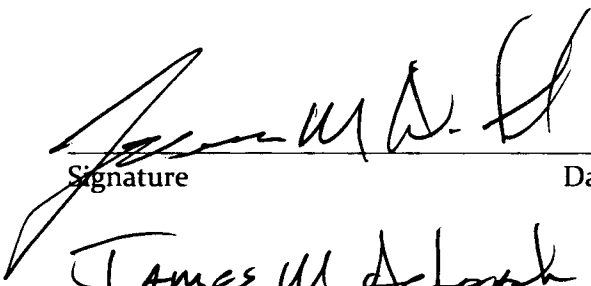
(i) Each signatory represents that s/he has been duly authorized by the entity to execute this Agreement for whom s/he signs and to thereby legally bind such entity to this Agreement.

Attest:

Nancy Tanner Date
Potter County Judge

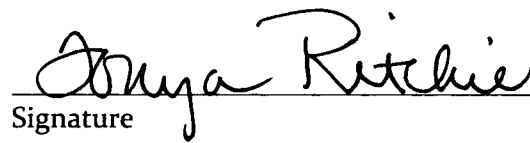
Julie Smith, Potter County Clerk

Attest:



Signature Date
James M. Schork

Printed Name
Lamb
November 8th 2021, County Judge



Signature
Tonya Ritchie

Printed Name
Lamb, County Clerk

