

RESOLUTION NO. 23-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE ACCEPTANCE OF THE DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT IN AN AMOUNT NOT TO EXCEED \$1,045,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE REQUIRED INTERLOCAL AGREEMENT WITH DALLAS COUNTY ON BEHALF OF THE CITY OF MESQUITE; AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO MANAGE, REJECT, ALTER, OR TERMINATE THE GRANT ON BEHALF OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 7, 2020, the Mesquite City Council approved Resolution No. 63-2020 authorizing the City Manager to execute and submit a multi-jurisdictional grant application to Dallas County under the New Directions in Public Safety Grant Program ("**Grant**"); and

WHEREAS, the City of Mesquite (the "**City**") submitted the Grant application for a program on behalf of the cities of Mesquite, Balch Springs, Seagoville and the Town of Sunnyvale, which was approved by the Dallas County Commissioners Court on March 23, 2021; and

WHEREAS, the object of the Grant is to provide seed money to help cities and groups of cities address the crisis of criminalization, mental health, poverty, and homelessness and utilize alternatives to police response and incarceration to address the needs of Dallas County residents; and

WHEREAS, the proposed program under the Grant will establish an Eastern Dallas County Response Team to provide proactive and reactive mental health services with professional mental health responders; and

WHEREAS, the City is required to enter into an Interlocal Agreement ("**Agreement**") with Dallas County, in a form attached hereto as Exhibit A, incorporated herein by reference and approved by the City Attorney, pursuant to the provisions of Chapter 791 of the TEXAS GOVERNMENT CODE (otherwise known as the Interlocal Cooperation Act) which provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Mesquite City Council desires to accept the Grant and authorize the City Manager to execute the Agreement and act as the authorized official to manage, reject, alter, or terminate the Grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. The City Council hereby (i) authorizes acceptance of the Dallas County New Directions in Public Safety Grant in an amount not to exceed \$1,045,000, (ii) authorizes the City Manager to execute the required Interlocal Agreement with Dallas County attached hereto as Exhibit A, and (iii) authorizes the City Manager to administer the Grant for and on behalf of the City, including managing, rejecting, altering, or terminating the Dallas County New Directions in Public Safety Grant on behalf of the City.

SECTION 2. That should any word, sentence, clause, paragraph or provision of this resolution be held to be invalid or unconstitutional, the validity of the remaining provisions of this resolution shall not be affected and shall remain in full force and effect.

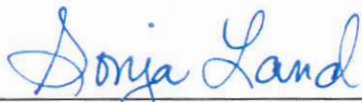
SECTION 3. That this resolution shall go into effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 3rd day of May 2021.



Bruce Archer
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall
City Attorney

THE STATE OF TEXAS §
 §
 §
THE COUNTY OF DALLAS §

**DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT
INTERLOCAL AGREEMENT**

1. RECITALS:

This Agreement is entered into by and between Dallas County, Texas (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court") located at 411 Elm Street, 2nd Floor, Dallas, Texas 75202, and the Cities of Balch Springs, Mesquite, Seagoville, and Sunnyvale (hereinafter the "Southeast Collaboration"), herein referred to individually as a "Party" or collectively as the "Parties." This Agreement is made under the authority of Texas Government Code, Chapter 791, for certain management services, as identified in Section 3 (Scope of Services) of this Agreement.

WHEREAS, the County has authorized funding for its New Directions in Public Safety Grant program (hereinafter "New Directions"); and

WHEREAS, the Southeast Collaboration's proposal was selected for the New Directions program and the Southeast Collaboration will be granted funds by the County ("Funds") as detailed herein in order for the Southeast Collaboration to execute certain management services; and

WHEREAS, the County has funded the New Directions program and seeks to work collaboratively with the Southeast Collaboration in order to address the crisis of criminalization, mental health, poverty, homelessness, substance abuse, and utilize alternatives to police response and incarceration to more properly address the needs of Dallas County residents; and

WHEREAS, the proposals funded by this New Directions will in turn provide information and data for the University of Texas at Dallas Institute of Urban Policy Research in their development of an evaluation tool to monitor the effectiveness of the management services developed by the Southeast Collaboration; and

WHEREAS, the County desires to contract with the Southeast Collaboration for their management services to address the goals and objectives identified herein; and

WHEREAS, the County finds that the expenditure of public funds in support of the New Directions program supports a valid public purpose for the residents of the County and the participating Southeast Collaboration; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows.

2. TERM:

The term of this Agreement shall begin on May 1, 2021 and end on April 30, 2022, unless terminated earlier under any provision hereof. The Parties may mutually agree on a 1 year extension to this Agreement by written amendment and mutual approval of the Dallas County Commissioners Court and the City Council of each city in the Southeast Collaboration.

3. SCOPE OF SERVICES AND OBLIGATIONS:

- a) The Southeast Collaboration shall distribute the Funds provided by the County in accordance with the guidance as detailed in the **Exhibit A – New Directions Grant Proposal** Cities of Balch Springs, Mesquite, Seagoville, Sunnyvale, attached hereto and incorporated by reference for all purposes.
- b) The Southeast Collaboration shall only disburse the Funds within the municipal corporate limits of the combined areas to eligible residents and individuals as determined by the Southeast Collaboration in compliance with the guidance in Exhibit A.
- c) The Southeast Collaboration shall not be permitted to duplicate any efforts the County is undertaking for the County's New Directions program. For purposes of clarity, if a resident is a recipient of assistance from a County program, then the resident shall be automatically disqualified from any further Southeast Collaboration assistance with Funds under this Agreement. The same disqualification shall apply to businesses within the Southeast Collaboration.
- d) The Southeast Collaboration shall provide any requested information related to the services under this Agreement, the New Directions program, or any related details to the University of Texas at Dallas Institute of Urban Policy Research, unless prohibited by law.

4. SPECIAL PROVISIONS:

Because of the New Directions program's mission to rapidly provide assistance, the program will have the following special provisions:

- a) The Dallas County Administrator will have the authority to revise any of the program's policies, allocations, rules, and terms provided he informs the Dallas County Commissioners Court within twenty-four (24) hours of the proposed change.

- b) However, the County Administrator does not have the authority to unilaterally provide additional funding to the program.
- c) Should the County Administrator revise a component of this program and sufficiently inform the Court, the Court still retains the right to formally rescind, reverse, alter, or adopt the revision.
- d) Meeting the criteria does not obligate Dallas County to provide assistance to any municipality submitting a grant request. Any award granted under this program may not supplant – take the place of, replace – other funds used to offer these programs and services.

5. TERMS AND CONDITIONS:

County agrees to provide Funds to Southeast Collaboration for approved expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Not to Exceed Amount. Southeast Collaboration understands and agrees that the maximum total amount payable for the services and funds distributed that are described herein shall not exceed **\$1,045,000.00** (hereinafter “Not to Exceed Amount”) unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described herein to exceed the Not to Exceed Amount. All internal and indirect costs of distributing and dispersing the provided Funds shall be born solely by the Southeast Collaboration.
- (b) Southeast Collaboration agrees to submit complete, fully documented, and accurate itemized receipts with appropriate documentation, as required by County, on a quarterly basis to the County for funds disbursed in accordance with **Exhibit B – Budget**, incorporated by reference for all purposes. Specifically, the invoices shall be itemized and include supporting documentation, including any subcontractor invoices.
- (c) County will make payment to Southeast Collaboration upon receipt of a verified and proper documentation in accordance with Texas Government Code, Chapter 2251. Payments shall be by check made payable to City of Mesquite, which shall be responsible for coordinating repayment among the Southeast Collaboration, and mailed to City Manager, City of Mesquite, 1515 Galloway Ave., Mesquite, Texas 75149.
- (d) County agrees to review the Southeast Collaboration’s invoices and receipts and will forward payment to Southeast Collaboration within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.

- (e) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to Southeast Collaboration for services rendered under this Agreement.
- (f) The County may in its sole discretion disallow or refuse to fund any activity for which reimbursement is sought by the Southeast Collaboration that is not in compliance with **Exhibits A and/or B**. Further, the County may withhold reimbursement funding from the Southeast Collaboration if the Southeast Collaboration fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Southeast Collaboration's performance of work, deliverables, and services under this Agreement. County shall pay the Southeast Collaboration only for those reimbursable costs that are allowable under applicable rules and regulations, as stated in this Agreement. County shall have the right to withhold all or part of any reimbursement funds to the Southeast Collaboration to offset any reimbursement made to the Southeast Collaboration for ineligible expenditures or undocumented units of services billed as determined by the County in its sole discretion.
- (g) Prior Debts. County shall not be liable for costs incurred or performances rendered by the Southeast Collaboration before or after the Term; for expenses not billed to County within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.
- (h) Refund provision. The County shall have the right to demand repayment of any funds paid to the Southeast Collaboration for services rendered or funds disbursed that did not comply with the terms of this Agreement or that were determined to be ineligible expenditures by the County or the Federal Government. The Southeast Collaboration shall promptly refund any monies previously paid or disbursed by County that the County, in its discretion, determines were used for services or activities that were not in compliance with this Agreement.

6. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. The Southeast Collaboration agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement, or as requested by County. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented or ineligible services, or both.
- (b) Maintenance of Records. The Southeast Collaboration's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel.

- (c) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, the Southeast Collaboration shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.

- (d) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by the Southeast Collaboration for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, the Southeast Collaboration must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **The Southeast Collaboration is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (d) has lapsed.**

7. CONFIDENTIALITY:

- (a) The Southeast Collaboration shall not disclose privileged or confidential communications or information acquired in the course of the performance under this Agreement, unless authorized by law. The Southeast Collaboration agrees to adhere to all confidentiality requirements, as applicable, for performance under this Agreement.

- (b) Public Information Act. The Parties acknowledge and agree that County and the Southeast Collaboration are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the Parties, including their elected officials, Department Heads, and Employees (hereinafter "Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of the Parties. It is further acknowledged and agreed that the Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. Each Party hereby releases the Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or

information, or any other thing or item furnished by one Party to another or in the possession or knowledge of a Party that is determined by a Party or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Any Public Information Act request received by the Southeast Collaboration or County for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the entity who received the Public Information Act request.
- (d) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

8. INDEMNIFICATION:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. THE PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.

9. INSURANCE:

The Southeast Collaboration and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. The Southeast Collaboration and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. EXPENSES

Unless prior written approval by County is obtained or otherwise detailed in this Agreement, the Southeast Collaboration shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other

miscellaneous expenses shall be included in the Not to Exceed Amount.

11. TERMINATION:

- (a) Suspension. Should County desire to suspend the services, but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. The Southeast Collaboration shall stop all services as set forth in this Agreement and will cease to incur costs to County or disburse funds during the term of the suspension. The Southeast Collaboration shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.

- (b) Termination. The County, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, may terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the Southeast Collaboration with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of cancellation, the Southeast Collaboration shall cease any and all services under this Agreement or disbursement of funds on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, the Southeast Collaboration shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by County to the Southeast Collaboration under this Agreement and any and all County data, documents and information in the Southeast Collaboration's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.
 - 1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to the Cities in the Southeast Collaboration. The Southeast Collaboration may terminate this Agreement without cause upon thirty (30) days prior written notice to the County.
 - 2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - A. Lack of, or reduction in, funding or resources in accordance with Section 28 (Fiscal Funding Clause);
 - B. Non-performance by the Southeast Collaboration or the Southeast Collaboration's failure or inability to perform or substantially perform, for whatever reason, the services required or funds to be disbursed under this Agreement;

- C. The Southeast Collaboration's improper, misuse, or inept use of Funds under this Agreement;
- D. The Southeast Collaboration's failure to comply with the terms and provisions of this Agreement;
- E. The Southeast Collaboration's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;
- F. The Southeast Collaboration's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
- G. The Southeast Collaboration's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
- H. The Southeast Collaboration's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

14. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Judge Clay Jenkins
 Dallas County
 411 Elm St. 2nd Floor
 Dallas County, Texas 75202
 (214) 653-6018 (office)
 (214) 653-7449 (fax)

TO CITY OF BALCH SPRINGS:

Susan Cluse
 City Manager
 13503 Alexander Road
 Balch Springs, TX 75181
 (972) 286-4477

With a copy to:

Russell Roden
 Chief, Civil Division
 Dallas County District Attorney's Office
 411 Elm Street, 5th Floor
 Dallas, Texas 75202

TO CITY OF MESQUITE:

Cliff Keheley
 City Manager
 1515 N. Galloway Ave.
 Mesquite, Texas 75149
 (972) 216-6404

TO CITY OF SEAGOVILLE:

Pat Stallings
City Manager
702 North Highway 175
Seagoville, TX 75159
972-287-2050

TO CITY OF SUNNYVALE:

Susan Guthrie
Town Manager
127 Collins Road
Sunnyvale, TX 75182
972-226-7177

15. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

16. IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and the governmental immunity of each City of the Southeast Collaboration, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County or Cities have by operation of law.

17. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, the Southeast Collaboration must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. The Southeast Collaboration shall be responsible for ensuring its compliance with any laws and regulations applicable to its operations and functions.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and any applicable guidance from the Federal Government or Federal Agency. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state or federal courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal law, federal guidance, or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law or guidance.

20. THIRD PARTIES:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. ASSIGNMENT:

The Southeast Collaboration may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

22. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

24. BINDING EFFECT:

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

25. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition, or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

26. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. The Southeast Collaboration and County both have a duty to mitigate damages.

27. PREVENTION OF FRAUD AND ABUSE:

The Southeast Collaboration shall establish, maintain, and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving the Southeast Collaboration city partners' employees or agents shall be reported immediately to the County by the Southeast Collaboration. Moreover, the Southeast Collaboration warrants that it is not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. The Southeast Collaboration and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. The Southeast Collaboration shall, upon notice by County, refund expenditures of the Southeast Collaboration that are contrary to this Agreement and deemed inappropriate by the County.

28. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. The Southeast Collaboration shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is

unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the Southeast Collaboration at the earliest possible time.

29. COUNTERPARTS, NUMBER/GENDER, AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

30. INDEPENDENT CONTRACTOR:

The Southeast Collaboration, including its employees, agents, or licensees, is an independent contractor and not an agent, servant, joint enterprise, or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence, and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee, or supplier of the Southeast Collaboration and the County by virtue of this Agreement.

31. SUBCONTRACTING:

The costs of all subcontracted services are included in the fees distributed herein. Subcontracts entered into by the Southeast Collaboration will be in writing and subject to all requirements herein. The Southeast Collaboration agrees that it will solely be responsible to County for the performance of this Agreement. The Southeast Collaboration shall pay all subcontractors in a timely manner. County shall have the right to prohibit the Southeast Collaboration from using any subcontractor.

32. PROMPT PAYMENT ACT:

The Southeast Collaboration agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

33. TAX

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the Southeast Collaboration for the payment of such taxes under this Agreement.

The fees paid to the Southeast Collaboration pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by the Southeast Collaboration's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by the Southeast Collaboration in performing the obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by the Southeast Collaboration.

The Southeast Collaboration accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by the Southeast Collaboration for work performed under the terms of this Agreement.

34. SIGNATORY WARRANTY:


The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid, and binding obligations of the respective Parties.

35. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and the Southeast Collaboration accept the terms of this Agreement in full.

*Remainder of page intentionally left blank.
Signatures on following page.*

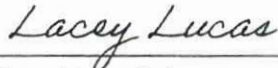
DALLAS COUNTY:


BY: Clay Jenkins
Dallas County Judge

Recommended:


BY: Darryl Martin
Dallas County Administrator

***Approved as to Form:
JOHN CREUZOT
DISTRICT ATTORNEY**


BY: Lacey B. Lucas
Assistant District Attorney
Dallas County DA's Office, Civil Division

CITY OF BALCH SPRINGS:

BY: _____

CITY OF MESQUITE:

BY: _____

CITY OF SEAGOVILLE:


BY: _____

CITY OF SUNNYVALE:


BY: Susan Guthrie

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

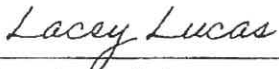
DALLAS COUNTY:


BY: Clay Jenkins
Dallas County Judge

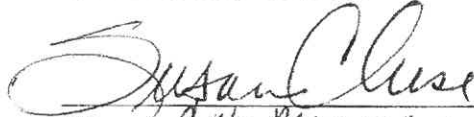
Recommended:


BY: Darryl Martin
Dallas County Administrator

*Approved as to Form:
JOHN CREUZOT
DISTRICT ATTORNEY


BY: Lacey B. Lucas
Assistant District Attorney
Dallas County DA's Office, Civil Division

CITY OF BALCH SPRINGS:


BY: Susan Chase
City Manager

CITY OF MESQUITE:

BY: _____

CITY OF SEAGOVILLE:


BY: _____

CITY OF SUNNYVALE:

BY: _____

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

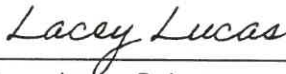
DALLAS COUNTY:


BY: Clay Jenkins
Dallas County Judge

Recommended:


BY: Darryl Martin
Dallas County Administrator


***Approved as to Form:
JOHN CREUZOT
DISTRICT ATTORNEY**


BY: Lacey B. Lucas
Assistant District Attorney
Dallas County DA's Office, Civil Division

CITY OF BALCH SPRINGS:

BY: _____

CITY OF MESQUITE:


BY: Cliff Kelsch
City Manager

CITY OF SEAGOVILLE:

BY: _____


CITY OF SUNNYVALE:

BY: _____


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EXHIBIT "A"
[Dallas County New Directions in Public Safety Grant Interlocal Agreement]

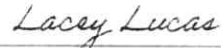
DALLAS COUNTY:


BY: Clay Jenkins
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Recommended:


BY: Darryl Martin
Dallas County Administrator

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Assistant District Attorney
Dallas County DA's Office, Civil Division

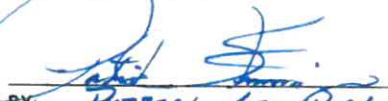
CITY OF BALCH SPRINGS:

BY: _____

CITY OF MESQUITE:

BY: _____

CITY OF SEAGOVILLE:


BY: PATRICK STAIRINGS
CITY MANAGER

CITY OF SUNNYVALE:

BY: _____

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EXHIBIT A

**New Directions Grant Proposal
Cities of Balch Springs, Mesquite, Seagoville, Sunnyvale**

New Directions Grant Proposal

Cities of Balch Springs, Mesquite, Seagoville, Sunnyvale

1. Please give us your proposal's mission and/or strategic plan. *

The Cities of Balch Springs, Mesquite, Seagoville and Sunnyvale propose to implement a mental health response team to be shared by the four cities. The Eastern Dallas County Response Team's (EDCRT) primary mission will be to provide reactive and proactive mental health services with professional mental health responders. The EDCRT will supplement public safety responses with an overall goal to reduce mental health calls responded to by police. The team will also have the responsibility of following up with residents who are identified in the program to have frequent calls for service for mental health issues. The team will also be responsible for outreach and communication with chronic homeless individuals in the four city area.

2. Provide a clear description of the program and rationale/need for services. Identify if the proposal is part of an existing program or a new program. *

The program will consist of three primary missions – Reactive Mental Health Response, Proactive Mental Health Services and Homeless Outreach and Services. Much of this program will be a new service provided in each of the communities with the hope that a shared service can be funded more effectively and sustained over a long period of time. Some aspects of the program are currently available in one or more of the cities, but are easily scalable to cover the entire four-city service area. This program is necessary due to the number and frequency of calls requiring police and EMS response to individuals experiencing a mental health crisis. While one of the goals of the program is to provide training for every police officer, fire fighter, EMT and dispatcher to handle mental health cases, research shows that a uniformed officer or medical provider can escalate difficulties for individuals in a mental health crisis. Additionally, police and EMS will transport individuals to obtain proper care, but lacks the ability to include follow-up services and care. Having a team trained in mental health issues, supported by public safety personnel with specific training in mental health response will elevate the level of response and provide a better outcome for mental health calls. Also, each of the four cities is experiencing increased incidents with chronic homeless individuals. Encampments are found in several areas, many close to neighborhoods and schools. A secondary component of this program is to utilize the response team to perform outreach to individuals in these encampments and evaluate their health and needs and serve as a conduit to find services.

Building a level of trust through compassion and service provision will allow each of the cities to develop better communication with homeless populations for emergency situations.

3. Identify the Evidence-Based Practice (EBP) to be implemented and cite the specific source of credible research, evaluations, and literature that designates the practice as evidence-based. This should include best practice models that integrate physical health and mental health; best practice psychotherapy and psychosocial treatment programs for adults and if possible together with substance use screening, assessment and treatment; and best practice programs aimed at addressing needs of the homeless population. Examples of previous success implementing the proposed programs/strategies may be provided. *

Modeling after the Crisis Assistance Helping Out On The Streets (Cahoots) program in Eugene Oregon, the EDCRT will provide an important service to the four communities that currently does not exist. Cahoots utilizes a non-public safety response service for mental health emergencies. Cahoots functions as a resource for Police and Fire emergency response, but also provides a response without public safety involvement. Cahoots has a diversion rate of 5% for calls for service and provides assistance on 8% of emergency calls in the area served. Cahoots also provides unique services not involving public safety calls, primarily handling welfare checks and transportation for non-medical and non-violent persons in need. The EDCRT will utilize a variety of mental health service providers for the purpose of providing referrals and ongoing assistance following the calls for service. These proactive services are intended to also impact the diversion rate of calls by essentially providing assistance before a crisis starts. There is limited data to quantify the rates at which calls are diverted, but it can be expected that a reduction in calls for service involving mental health issues will be experienced. In addressing homeless issues, experience has found that many chronic homeless people suffer from untreated mental illness, have limited access to medications and counseling or have health issues that impact their wellbeing. Outreach programs for chronic homeless individuals derive much of their success by engaging homeless individuals, building trust and providing services as needed, including transportation.

4. Describe your organization's capacity and resources to implement the evidencebased practice or program and the specific activities, efforts and steps taken to date to ensure readiness to implement. This includes City Council approval, administrative support, and other ways your organization has demonstrated the adoption of these measures. *

By combining efforts, the four partner cities will share funding for this program. Each of the cities has passed resolutions of support for the programs and a future inter local agreement. Grant funding is necessary to provide startup costs and allow cities to allocate adequate funds for the program in the future. The City of Mesquite will serve as the lead agency by hosting the program and utilizing existing resources to assist in the startup of the program.

5. Describe how you plan to integrate the program into the core services of your organization and continue the program following the end of the grant term. *

The EDCRT essentially will be a tool of the four partner cities public safety departments. It is anticipated that as officers and fire fighters arrive on a scene and determine a mental health issue is presented, the response team will be dispatched. As the program and training becomes more established, dispatchers will dispatch the teams along with the first responders and eventually utilize the teams as the primary response with police or EMS serving in a support role. Once fully established, the program will continue to be funded through the ongoing partnership with funds provided on an equitable cost-sharing structure.

6. Identify the age range of your target population, geographical area, current number served, the projected number of individuals to be served directly by the services and the vulnerable nature of the population. Describe how this particular program will improve both the delivery of services and mental health treatment outcomes for the population served. *

The program will serve a population of approximately 195,000 people through the four partner cities – Balch Springs (pop. 25,351), Mesquite (pop. 145,000), Seagoville (pop. 16,878) and Sunnyvale (pop 6,678). It is expected to serve all age ranges, but primarily adults 18 years and older. The proposed program will improve the delivery of service by assisting first responders in either a support role or primary role when responding to specific mental health calls. The program is expected to reduce the overall number of calls for service by providing proactive referral and counseling services. The program will address homeless issues that are currently handled by public safety officers. Trained responders and mental health professionals will greatly enhance the ability to identify the factors involved in the call and provide on-scene decision making for the proper response to the person in need. With the addition of counseling services made available outside the response team, it is anticipated that residents will receive counseling and referrals prior to a crisis.

7. Provide a proposed budget for the two-year grant funding period (examples: personnel and benefits, equipment, training, space, administrative). *

The proposed budget includes staffing costs for one team to provide 40 hours of service per week. The total annual budget for the program is \$400,000 and includes personnel costs, training, supplies and fuel and maintenance for the response vehicle. The first year budget also includes the acquisition of a vehicle and the training of all public safety personnel. The total grant request is \$900,000 and is intended to be start up funds for a program that will give each of the participating cities adequate time to identify and budget appropriate funding for the program. EDCRT Year 1 Personnel (Salary and Benefits) \$300,000 (1 MH professional and 1 EMT) Supplies \$ 25,000 Maintenance and Fuel \$ 15,000 Training \$ 75,000 Counseling Services \$ 30,000 Capital Purchase \$100,000 (one vehicle equipped to transport patients) EDCRT Year 2 Personnel (Salary and Benefits) \$310,000 Supplies \$ 25,000 Maintenance and Fuel \$ 15,000 Training \$ 20,000 Counseling Services \$ 30,000

8. Provide a description of how the organization plans to implement the program and incorporate the EBP into your core services. The description should include names and titles of the persons responsible for implementation and a timeline identifying major activities that would occur during each year of the grant term. Be sure to include a marketing and/or community engagement strategy. *

The EDCRT Program will be implemented by a Coordinating Committee consisting of the four city managers, representatives of the public safety departments of the four cities, mental health professionals and members of the response team. The guiding document will be an inter local agreement among the participating cities. The City of Mesquite will serve as the host agency and provide administrative oversight of the grant and the program expenditures. Each city will be billed annually for their participation in the program. Upon award of the grant, the following timeline will be implemented: January Grant Approval February Inter local Agreement Adopted Hiring process begins for response team members Purchase of vehicle and other equipment Training program identified Agreements with mental health counseling agencies March Begin training of all first responders and dispatch personnel April Implement dispatch and response protocols among four cities Formation of team finalized and training begins May Begin program (If a vehicle is not available, City of Mesquite will retrofit an existing vehicle for temporary service that can also be used as a back-up vehicle)

9. Describe the services and activities to be provided and the specific measurable results and outcomes that you wish to achieve during the grant period. If

applicable, cite evidence that the proposed services and activities are likely to lead to the desired outcomes. Such evidence may include, for example, research studies, proven models and regular evaluations. *

The program will be evaluated on a number of levels to determine its effectiveness. This will primarily be in the number of responses, but also evaluate the outcomes of the cases, the number of repeat calls, an evaluation of the types of calls and research into diversion opportunities.

Reactive Calls for Service The EDCRT will be dispatched by various cities to respond to calls for service. These will be in the form of assisting public safety staff or as the primary response. Upon arrival, the response team will evaluate the patient and determine the best course of action, including, but not limited to inpatient services, outpatient services, contact with care providers and other options to resolve the issue at hand.

Proactive Calls for Service Each of the partner cities will implement a registry/tracking system for identifying individuals with mental health needs. This will be done through a voluntary registration process or information gathered through the departmental records. The EDCRT will utilize down time to visit citizens and perform welfare checks to ensure citizens have proper medication and if they have sought treatments from outpatient providers.

Homelessness Services The EDCRT will gather data on homeless encampments from each of the police departments. The team will visit encampments or areas where homeless typically congregate. Team members will perform welfare checks and provide referrals and transportation to services that meet the needs of the individual. The team will also be utilized to communicate with homeless and provide data on the numbers and locations.

First Responder Training Through a combined effort, the four partner cities will provide a consistent level of training for all Police, Fire and Dispatch staffs.

Counseling Services These programs will be communicated to citizens in each of the four cities as a resource should they encounter a need for the service. The services provided will be equipped to handle basic level of services to suicide prevention.

10. Identify collaborative partners and stakeholders and their roles. Indicate relevant coordination with other resources to implement the program and/or support broader systems/community changes. *

In addition to the four cities and their respective public safety departments, the program will utilize non-profit mental health providers for outreach to citizens in non-emergency situations. These organizations will also serve as referral service for teams to utilize during response situations as well. The expectation is that these groups will assist the four communities with developing a broader awareness of mental health issues and encourage residents to seek assistance prior to crisis situation.

11. Explain how the outcomes of the program will be measured and reported internally. Identify who will be responsible for collecting data, and describe how the results will be used and disseminated. Regular reporting to Dallas County will be required if awarded grant funds, in conjunction with the sharing of data and information to be used as part of University of Texas at Dallas research study.

*

During the initial two year period of the program, the Coordinating Committee will meet on a monthly basis to evaluate and monitor the program and make alterations as needed. Measurement of the program will be based on three areas – Diversion Rate, Contact Rate and Services Referrals. Diversion Rate will measure the number of responses made by the response team and time spent by the team on reactive calls, assuming that this time reflects a diversion of police and EMT time spent on mental health calls. Contact Rate will measure the number of proactive calls made by the team and the access citizens make to nonprofit agencies serving the program and will reflect the broader outreach of the program. Service referrals will measure the contacts the team makes with homeless individuals and the services provided to help reduce the homeless population. Specific data points to be used in monitoring and analysis of the program include:

- The number of mental health calls for service (coming into 911 and officer-initiated)
- The number of 911 calls transferred to a crisis line
- The number of mental health calls to which the EDCRT is available to respond
- Injuries during mental health calls (to the officer, person in crisis, or bystanders)
- Use of force during mental health calls
- Disposition of calls (transport to a mental health services, voluntary or involuntary psychiatric evaluation, arrest or resolution at the scene)
- Use of emergency departments for emergency psychiatric evaluation, versus a mental health service
- Number of individuals booked into the local jail who screen positive for mental health conditions.
- Number of individuals identified as being homeless and location
- Referrals for service for homeless individuals

12. Identify other funding sources, i.e. grants, city funds, etc., that may be utilized as part of proposal. Grant funds must supplement – add to, enhance, expand, increase, extend – the programs and services offered with other funds. This grant award is not permitted to supplant –take the place of, replace – other funds used to offer these programs and services. supplant –take the place of, replace – other funds used to offer these programs and services.

Note: All costs directly or indirectly related to the preparation of a response to this program shall be the sole responsibility of the respondent of this RFG and shall be borne by the same. *

In addition to the grant funding, the four cities anticipate utilizing their general fund to support the response team. Other services with non-profit agencies and public outreach will be funded

through a combination of Community Development Block Grant funding and other grants currently available to cities.

13. Please provide the name, title, and phone number for the individual responsible for the proposal submittal. *

Cliff Keheley, City Manager, City of Mesquite 972-216-6404

14. Please provide the email address for the individual responsible for the proposal submittal. *

ckeheley@cityofmesquite.com

EXHIBIT B

Exhibit B

First Grant Year	Budget	Second Grant Year	Budget	Approved
Personnel	\$ 300,000.00	Personnel	\$ 310,000.00	\$ 610,000.00
Supplies	\$ 25,000.00	Supplies	\$ 25,000.00	\$ 50,000.00
Maintenance & Fuel	\$ 15,000.00	Maintenance & Fuel	\$ 15,000.00	\$ 30,000.00
Training	\$ 75,000.00	Training	\$ 20,000.00	\$ 95,000.00
Counseling Services	\$ 30,000.00	Counseling Services	\$ 30,000.00	\$ 60,000.00
Vehicle for Patient Transport	\$ 100,000.00			\$ 100,000.00
	\$ 100,000.00			\$ 100,000.00
Total	\$ 645,000.00	Total	\$ 400,000.00	
			Total Program Budget	\$ 1,045,000.00
			Total Grant Request	\$ 900,000.00

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. 24-R-2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT INTERLOCAL AGREEMENT AND THE DIVERSITY TRAINING ADDENDUM THERETO, SAID AGREEMENT AND ADDENDUM TO BE IN SUBSTANTIALLY THE FORM OF THAT ATTACHED HERETO AS EXHIBITS "A" AND "B", RESPECTIVELY; AUTHORIZING ACCEPTANCE OF THE GRANT FUNDS PROVIDED THEREUNDER; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cities of Seagoville, Balch Springs, Mesquite and Sunnyvale (collectively, the "Southeast Collaboration") submitted a grant proposal to Dallas County under the County's New Directions in Public Safety Grant Program, seeking a grant to fund implementation of a mental health response team to be shared by the four cities which would provide reactive and proactive professional mental health services to supplement public safety responses with the overall goal of reducing mental health calls responded to by police; and

WHEREAS, on March 23, 2021, the Dallas County Commissioners Court approved the New Directions grant award for the Southeast Collaboration, being comprised of the Cities of Seagoville, Balch Springs, Mesquite and Sunnyvale, in the total amount of \$900,000 and the Dallas County New Directions in Public Safety Grant Interlocal Agreement related thereto, a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, thereafter, the Dallas County Administrator, pursuant to section 4 of the Interlocal Agreement, issued an Addendum to the Dallas County New Directions in Public Safety Grant Interlocal Agreement, a copy of which is attached hereto as Exhibit "B", to provide that all parties to the Interlocal Agreement shall participate in County-approved diversity training prior to April 30, 2022 (the "Diversity Training Addendum"); and

WHEREAS, the City Council finds it in the best interest of the general welfare of the City and its citizens to accept the New Directions in Public Safety Grant Program grant funds awarded by Dallas County and to approve and authorize the City Manager to execute, on behalf of the City of Seagoville, (1) the Dallas County New Directions in Public Safety Grant Interlocal Agreement with Dallas County and the Cities of Balch Springs, Mesquite and Sunnyvale and (2) the Diversity Training Addendum to that Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. The City Council hereby authorizes the City Manager to execute, on behalf of the City of Seagoville (1) the Dallas County New Directions in Public Safety Grant Interlocal Agreement, in substantially the form of that attached hereto as Exhibit "A", with Dallas County and the Cities of Balch Springs, Mesquite and Sunnyvale and (2) the Diversity Training Addendum to the Interlocal Agreement in substantially the form of that attached hereto as Exhibit "B". The City Council further authorizes the acceptance of the Grant funds provided under Dallas County New Directions in Public Safety Grant Program and the agreements referenced herein.

SECTION 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. This resolution shall take effect immediately from and after its passage and it is accordingly resolved.


DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 17th day of May 2021.

APPROVED:

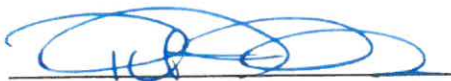


Dennis K. Childress, Mayor

ATTEST:


Kandi Jackson, City Secretary

APPROVED AS TO FORM:



Victoria Thomas, City Attorney
(051021/vwt/IM122362)

New Directions Grant Proposal

Cities of Balch Springs, Mesquite, Seagoville, Sunnyvale

1. Please give us your proposal's mission and/or strategic plan. *

The Cities of Balch Springs, Mesquite, Seagoville and Sunnyvale propose to implement a mental health response team to be shared by the four cities. The Eastern Dallas County Response Team's (EDCRT) primary mission will be to provide reactive and proactive mental health services with professional mental health responders. The EDCRT will supplement public safety responses with an overall goal to reduce mental health calls responded to by police. The team will also have the responsibility of following up with residents who are identified in the program to have frequent calls for service for mental health issues. The team will also be responsible for outreach and communication with chronic homeless individuals in the four city area.

2. Provide a clear description of the program and rationale/need for services. Identify if the proposal is part of an existing program or a new program. *

The program will consist of three primary missions – Reactive Mental Health Response, Proactive Mental Health Services and Homeless Outreach and Services. Much of this program will be a new service provided in each of the communities with the hope that a shared service can be funded more effectively and sustained over a long period of time. Some aspects of the program are currently available in one or more of the cities, but are easily scalable to cover the entire four-city service area. This program is necessary due to the number and frequency of calls requiring police and EMS response to individuals experiencing a mental health crisis. While one of the goals of the program is to provide training for every police officer, fire fighter, EMT and dispatcher to handle mental health cases, research shows that a uniformed officer or medical provider can escalate difficulties for individuals in a mental health crisis. Additionally, police and EMS will transport individuals to obtain proper care, but lacks the ability to include follow-up services and care. Having a team trained in mental health issues, supported by public safety personnel with specific training in mental health response will elevate the level of response and provide a better outcome for mental health calls. Also, each of the four cities is experiencing increased incidents with chronic homeless individuals. Encampments are found in several areas, many close to neighborhoods and schools. A secondary component of this program is to utilize the response team to perform outreach to individuals in these encampments and evaluate their health and needs and serve as a conduit to find services.

Building a level of trust through compassion and service provision will allow each of the cities to develop better communication with homeless populations for emergency situations.

3. Identify the Evidence-Based Practice (EBP) to be implemented and cite the specific source of credible research, evaluations, and literature that designates the practice as evidence-based. This should include best practice models that integrate physical health and mental health; best practice psychotherapy and psychosocial treatment programs for adults and if possible together with substance use screening, assessment and treatment; and best practice programs aimed at addressing needs of the homeless population. Examples of previous success implementing the proposed programs/strategies may be provided. *

Modeling after the Crisis Assistance Helping Out On The Streets (Cahoots) program in Eugene Oregon, the EDCRT will provide an important service to the four communities that currently does not exist. Cahoots utilizes a non-public safety response service for mental health emergencies. Cahoots functions as a resource for Police and Fire emergency response, but also provides a response without public safety involvement. Cahoots has a diversion rate of 5% for calls for service and provides assistance on 8% of emergency calls in the area served. Cahoots also provides unique services not involving public safety calls, primarily handling welfare checks and transportation for non-medical and non-violent persons in need. The EDCRT will utilize a variety of mental health service providers for the purpose of providing referrals and ongoing assistance following the calls for service. These proactive services are intended to also impact the diversion rate of calls by essentially providing assistance before a crisis starts. There is limited data to quantify the rates at which calls are diverted, but it can be expected that a reduction in calls for service involving mental health issues will be experienced. In addressing homeless issues, experience has found that many chronic homeless people suffer from untreated mental illness, have limited access to medications and counseling or have health issues that impact their wellbeing. Outreach programs for chronic homeless individuals derive much of their success by engaging homeless individuals, building trust and providing services as needed, including transportation.

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By combining efforts, the four partner cities will share funding for this program. Each of the cities has passed resolutions of support for the programs and a future inter local agreement. Grant funding is necessary to provide startup costs and allow cities to allocate adequate funds for the program in the future. The City of Mesquite will serve as the lead agency by hosting the program and utilizing existing resources to assist in the startup of the program.

5. Describe how you plan to integrate the program into the core services of your organization and continue the program following the end of the grant term. *

The EDCRT essentially will be a tool of the four partner cities public safety departments. It is anticipated that as officers and fire fighters arrive on a scene and determine a mental health issue is presented, the response team will be dispatched. As the program and training becomes more established, dispatchers will dispatch the teams along with the first responders and eventually utilize the teams as the primary response with police or EMS serving in a support role. Once fully established, the program will continue to be funded through the ongoing partnership with funds provided on an equitable cost-sharing structure.

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7. Provide a proposed budget for the two-year grant funding period (examples: personnel and benefits, equipment, training, space, administrative). *

The proposed budget includes staffing costs for one team to provide 40 hours of service per week. The total annual budget for the program is \$400,000 and includes personnel costs, training, supplies and fuel and maintenance for the response vehicle. The first year budget also includes the acquisition of a vehicle and the training of all public safety personnel. The total grant request is \$900,000 and is intended to be start up funds for a program that will give each of the participating cities adequate time to identify and budget appropriate funding for the program. EDCRT Year 1 Personnel (Salary and Benefits) \$300,000 (1 MH professional and 1 EMT) Supplies \$ 25,000 Maintenance and Fuel \$ 15,000 Training \$ 75,000 Counseling Services \$ 30,000 Capital Purchase \$100,000 (one vehicle equipped to transport patients) EDCRT Year 2 Personnel (Salary and Benefits) \$310,000 Supplies \$ 25,000 Maintenance and Fuel \$ 15,000 Training \$ 20,000 Counseling Services \$ 30,000

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The EDCRT Program will be implemented by a Coordinating Committee consisting of the four city managers, representatives of the public safety departments of the four cities, mental health professionals and members of the response team. The guiding document will be an inter local agreement among the participating cities. The City of Mesquite will serve as the host agency and provide administrative oversight of the grant and the program expenditures. Each city will be billed annually for their participation in the program. Upon award of the grant, the following timeline will be implemented: January Grant Approval February Inter Local Agreement Adopted Hiring process begins for response team members Purchase of vehicle and other equipment Training program identified Agreements with mental health counseling agencies March Begin training of all first responders and dispatch personnel April Implement dispatch and response protocols among four cities Formation of team finalized and training begins May Begin program (If a vehicle is not available, City of Mesquite will retrofit an existing vehicle for temporary service that can also be used as a back-up vehicle)

9. Describe the services and activities to be provided and the specific measurable results and outcomes that you wish to achieve during the grant period. If

applicable, cite evidence that the proposed services and activities are likely to lead to the desired outcomes. Such evidence may include, for example, research studies, proven models and regular evaluations. *

The program will be evaluated on a number of levels to determine its effectiveness. This will primarily be in the number of responses, but also evaluate the outcomes of the cases, the number of repeat calls, an evaluation of the types of calls and research into diversion opportunities. Reactive Calls for Service The EDCRT will be dispatched by various cities to respond to calls for service. These will be in the form of assisting public safety staff or as the primary response. Upon arrival, the response team will evaluate the patient and determine the best course of action, including, but not limited to inpatient services, outpatient services, contact with care providers and other options to resolve the issue at hand. Proactive Calls for Service Each of the partner cities will implement a registry/tracking system for identifying individuals with mental health needs. This will be done through a voluntary registration process or information gathered through the departmental records. The EDCRT will utilize down time to visit citizens and perform welfare checks to ensure citizens have proper medication and if they have sought treatments from outpatient providers. Homelessness Services The EDCRT will gather data on homeless encampments from each of the police departments. The team will visit encampments or areas where homeless typically congregate. Team members will perform welfare checks and provide referrals and transportation to services that meet the needs of the individual. The team will also be utilized to communicate with homeless and provide data on the numbers and locations. First Responder Training Through a combined effort, the four partner cities will provide a consistent level of training for all Police, Fire and Dispatch staffs. Counseling Services These programs will be communicated to citizens in each of the four cities as a resource should they encounter a need for the service. The services provided will be equipped to handle basic level of services to suicide prevention.

10. Identify collaborative partners and stakeholders and their roles. Indicate relevant coordination with other resources to implement the program and/or support broader systems/community changes. *

In addition to the four cities and their respective public safety departments, the program will utilize non-profit mental health providers for outreach to citizens in non-emergency situations. These organizations will also serve as referral service for teams to utilize during response situations as well. The expectation is that these groups will assist the four communities with developing a broader awareness of mental health issues and encourage residents to seek assistance prior to crisis situation.

11. Explain how the outcomes of the program will be measured and reported internally. Identify who will be responsible for collecting data, and describe how the results will be used and disseminated. Regular reporting to Dallas County will be required if awarded grant funds, in conjunction with the sharing of data and information to be used as part of University of Texas at Dallas research study.

*

During the initial two year period of the program, the Coordinating Committee will meet on a monthly basis to evaluate and monitor the program and make alterations as needed. Measurement of the program will be based on three areas – Diversion Rate, Contact Rate and Services Referrals. Diversion Rate will measure the number of responses made by the response team and time spent by the team on reactive calls, assuming that this time reflects a diversion of police and EMT time spent on mental health calls. Contact Rate will measure the number of proactive calls made by the team and the access citizens make to nonprofit agencies serving the program and will reflect the broader outreach of the program. Service referrals will measure the contacts the team makes with homeless individuals and the services provided to help reduce the homeless population. Specific data points to be used in monitoring and analysis of the program include:

- The number of mental health calls for service (coming into 911 and officer-initiated)
- The number of 911 calls transferred to a crisis line
- The number of mental health calls to which the EDCRT is available to respond
- Injuries during mental health calls (to the officer, person in crisis, or bystanders)
- Use of force during mental health calls
- Disposition of calls (transport to a mental health services, voluntary or involuntary psychiatric evaluation, arrest or resolution at the scene)
- Use of emergency departments for emergency psychiatric evaluation, versus a mental health service
- Number of individuals booked into the local jail who screen positive for mental health conditions.
- Number of individuals identified as being homeless and location
- Referrals for service for homeless individuals

12. Identify other funding sources, i.e. grants, city funds, etc., that may be utilized as part of proposal. Grant funds must supplement – add to, enhance, expand, increase, extend – the programs and services offered with other funds. This grant award is not permitted to supplant –take the place of, replace – other funds used to offer these programs and services. supplant –take the place of, replace – other funds used to offer these programs and services.

Note: All costs directly or indirectly related to the preparation of a response to this program shall be the sole responsibility of the respondent of this RFG and shall be borne by the same. *

In addition to the grant funding, the four cities anticipate utilizing their general fund to support the response team. Other services with non-profit agencies and public outreach will be funded

through a combination of Community Development Block Grant funding and other grants currently available to cities.

13. Please provide the name, title, and phone number for the individual responsible for the proposal submittal. *

Cliff Keheley, City Manager, City of Mesquite 972-216-6404

14. Please provide the email address for the individual responsible for the proposal submittal. *

ckeheley@cityofmesquite.com

ADDENDUM TO INTERLOCAL AGREEMENT

This Addendum to the *Dallas County New Directions in Public Safety Grant Interlocal Agreement* ("Agreement") is made and entered into by the undersigned Party, which is a grant recipient under the New Directions Program and a Party to one of the following corresponding Agreements related to the New Directions Grant Program:

1. *Dallas County New Directions in Public Safety Grant Interlocal Agreement by and between the Cities of Balch Springs, Mesquite, Seagoville, and Sunnyvale (hereinafter the "Southeast Collaboration") and Dallas County, Texas, ("County");*
2. *Dallas County New Directions in Public Safety Grant Interlocal Agreement the City of Rowlett and Dallas County, Texas; and*
3. *Dallas County New Directions in Public Safety Grant Interlocal Agreement the City of Desoto and Dallas County, Texas.*

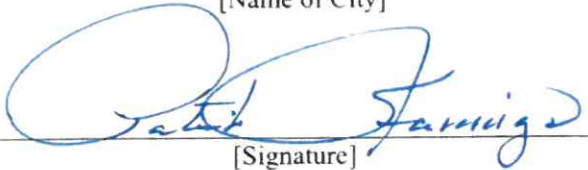
WHEREAS, Section 4. Special Provisions of the Agreement provides that the Dallas County Administrator has the authority to revise any of the program's policies, allocations, rules, and terms; and

WHEREAS, this Addendum shall be included as part of the Agreement, as if fully set forth in therein;

NOW THEREFORE, the undersigned Party agrees as follows:

1. The undersigned Party shall ensure that positions funded in whole or in part or otherwise supported by New Directions grant funds shall participate in County approved diversity training at its earliest opportunity, but at least prior to April 30, 2022.
2. The Parties agree that, apart from the addition of diversity training as set forth within this Addendum, all terms and conditions within the Agreement shall remain in full force and effect as if fully set forth herein. The Parties agree to abide by and adhere to those terms and conditions.

Party: City of Seagoville
[Name of City]

By: 
[Signature]

Name: PATRICK STALLINGS

Title: CITY MANAGER

Date: 05/20/2021

**CITY OF BALCH SPRINGS, TEXAS
RESOLUTION NO. 879-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALCH SPRINGS, TEXAS, AUTHORIZING THE ACCEPTANCE OF THE DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT; AUTHORIZING THE CITY TO COLLABORATE WITH OTHER LOCAL CITIES TO ESTABLISH THE SOUTHEAST COLLABORATION RESPONSE TEAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE REQUIRED INTERLOCAL AGREEMENT WITH DALLAS COUNTY AND OTHER REQUIRED AGREEMENTS AND DOCUMENTS; AUTHORIZE THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO MANAGE, REJECT, ALTER, OR TERMINATE THE GRANT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mesquite submitted a multi-jurisdictional grant application to Dallas County under the New Directions in Public Safety Grant Program (the "Grant") on behalf of the cities of Balch Springs (the "City"), Mesquite, Seagoville and the Town of Sunnyvale (collectively the "Cities"), in an amount not to exceed \$1,045,000, of which was approved by the Dallas County Commissioners Court on March 23, 2021; and

WHEREAS, the object of the Grant is to provide seed money to help cities work collaboratively to address the crisis of crime, mental health, poverty, homelessness, and substance abuse, and to utilize alternatives to police response and incarceration to more properly address the needs of Dallas County residents; and

WHEREAS, the Cities will establish the Southeast Collaboration, a response team, to provide proactive and reactive mental health services with professional mental health responders under the Grant program; and

WHEREAS, the City is required to enter into an Interlocal Agreement, including Addendum 1, with Dallas County (the "Agreement"), attached hereto as Exhibit A, incorporated herein by reference, pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, as amended; and

WHEREAS, the Balch Springs City Council desires to accept the Grant and authorize the City Manager to execute the Agreement and act as the authorized official to manage, reject, alter, or terminate the Grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BALCH SPRINGS, TEXAS THAT:

SECTION 1. The above recitals are incorporated herein for all purposes.

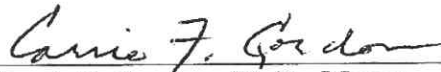
SECTION 2. The City Council hereby authorizes: (i) the City to collaborate with the Cities to

establish the Southeast Collaboration response team; and (ii) acceptance of the Dallas County New Directions in Public Safety Grant in an amount not to exceed \$1,045,000; (iii) the City Manager to execute the attached Agreement with Dallas County and to enter into, execute, and submit any other agreements or documents necessary to effectuate the purpose of this Resolution; and (iv) the City Manager to administer the Grant for and on behalf of the City, including managing, rejecting, altering, or terminating the Grant.

SECTION 3. Should any word, sentence, clause, paragraph or provision of this Resolution be held to be invalid or unconstitutional, the validity of the remaining provisions of this Resolution shall not be affected and shall remain in full force and effect.

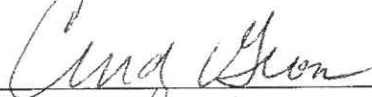
SECTION 4. This Resolution shall be in full force and effect immediately from and after its passage.

APPROVED AND ADOPTED by the City Council of Balch Springs, Texas, on this 14th day of June, 2021.



Carrie F. Gordon, Ph.D., Mayor

ATTEST:



Cindy Gross, City Secretary

ADDENDUM TO INTERLOCAL AGREEMENT

This Addendum to the *Dallas County New Directions in Public Safety Grant Interlocal Agreement* ("Agreement") is made and entered into by the undersigned Party, which is a grant recipient under the New Directions Program and a Party to one of the following corresponding Agreements related to the New Directions Grant Program:

1. *Dallas County New Directions in Public Safety Grant Interlocal Agreement by and between the Cities of Balch Springs, Mesquite, Seagoville, and Sunnyvale (hereinafter the "Southeast Collaboration") and Dallas County, Texas, ("County");*
2. *Dallas County New Directions in Public Safety Grant Interlocal Agreement the City of Rowlett and Dallas County, Texas; and*
3. *Dallas County New Directions in Public Safety Grant Interlocal Agreement the City of Desoto and Dallas County, Texas.*

WHEREAS, Section 4. Special Provisions of the Agreement provides that the Dallas County Administrator has the authority to revise any of the program's policies, allocations, rules, and terms; and

WHEREAS, this Addendum shall be included as part of the Agreement, as if fully set forth in therein;

NOW THEREFORE, the undersigned Party agrees as follows:

1. The undersigned Party shall ensure that positions funded in whole or in part or otherwise supported by New Directions grant funds shall participate in County approved diversity training at its earliest opportunity, but at least prior to April 30, 2022.
2. The Parties agree that, apart from the addition of diversity training as set forth within this Addendum, all terms and conditions within the Agreement shall remain in full force and effect as if fully set forth herein. The Parties agree to abide by and adhere to those terms and conditions.

Party: City of Balch Springs
[Name of City]

By: Susan Cluse
[Signature]

Name: Susan Cluse

Title: City Manager

Date: 6/21/21

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Party: Town of Sunnyvale
[Name of City]

By: Susan Guthrie
[Signature]

Name: Susan Guthrie

Title: Town Manager

Date: May 24, 2021

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Party: City of Mesquite
[Name of City]

By: 
[Signature]

Name: CLIFF KETTERLEY

Title: City Manager

Date: 5-24-21