

**Action Requested/Required:**

- ☒ Vote/Action Requested
☐ Discussion or Presentation Only
☐ Public Hearing
Report Date: _____
Hearing Date: _____
Voting Date: _____

Department: Police Presenter(s) & Title: Chief Marty Ferrell

Agenda Item Title:

Discussion and Possible Action on the Canton Police Department Co-Responder Initiative.

Summary:

Canton Police Department is requesting Council's consideration to approve the MOU between the City of Canton and Highland Rivers Community Service Board for a Co-Responder Initiative. Please recall, this program was introduced to the Council at the Fall Retreat last October. The Co-Responder Unit will consist of a police officer and a licensed counselor that will respond to calls for service with a mental health component.

The funding for this initiative is derived from the American Rescue Plan Act (ARPA) in the amount of \$100,000 annually.

Budget Implications:

Budgeted? ☒ Yes ☐ No ☐ N/A

Total Cost of Project: Check if Estimated ☒

Fund Source: General Fund ☒ Water & Sewer ☐ Sales Tax ☐ Other:

Staff Recommendations:

Staff will ask for Council's consideration for: Motion to approve the MOU and funding of the Co-Responder initiative.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☒ Yes ☐ No

Attachments:

MOU between the City of Canton and Highland Rivers Community Services Board

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF CANTON
AND
HIGHLAND RIVERS COMMUNITY SERVICE BOARD**

This Memorandum of Understanding (hereinafter "Agreement" or "MOU") is entered into on the date executed below, by and between the City of Canton (hereinafter, the "City") and Highland Rivers Community Service Board, d/b/a Highland Rivers Behavioral Health ("HRBH"), a statutory community service board created and existing under the laws of the State of Georgia, O.C.G.A. § 37-2-6, *et seq.*, (the City and HRBH collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the Canton Police Department, provides law enforcement services within the City pursuant to Georgia Law and the Georgia Constitution; and

WHEREAS, the parties desire to support individuals in the City who have been identified through 911 and/or law enforcement interventions to be in need of behavioral health services.

WHEREAS, the parties seek to collectively respond to identified behavioral health situations through a co-responder team with the input and cooperation of the Canton Police Department (CPD) and HRBH personnel.

WHEREAS, the Program seeks to increase citizen access to behavioral health care and non-emergency services; reduce the number of non-emergency 911 calls; reduce reliance on emergency rooms; reduce the use of ambulance transportation for behavioral health needs; lower overall incarceration rates; and to generally address behavioral health needs for individuals in the City.

NOW THEREFORE, in consideration of the mutual promises and undertakings as hereinafter set forth, the Parties agree as follows:

I. SCOPE OF SERVICES

- A. **Program**. The Parties desire to cooperate and establish an alternate community service program to respond to identified non-emergency behavioral health situations through a community response team (CRT), to be made up of CPD and HRBH personnel, in order to connect individuals in the City to behavioral health services (the "Program").
- B. **CRT**. When behavioral health needs are identified, the CRT will respond to a better assess and address the needs. HRBH employee shall be a qualified, licensed counselor or social worker. CRT team members will work together in order to screen and identify behavioral health needs, including non-emergency preventative visits and well- checks. The CRT may connect or refer individuals with suspected behavioral health needs to the appropriate behavioral health

resource.

- C. **Protocols.** The CPD and HRBH will work together to establish reasonable protocols for the CRT and Program, which may be mutually revised and updated from time to time.
- D. **Transport.** At the request of an individual, the CPD, HRBH or CRT may coordinate and arrange voluntary, non-emergency transport for behavioral health services, including, but not limited to behavioral health screening and/or assessment. The CPD shall continue to address any emergency or other public safety need identified in the ordinary course and scope of their duties and as provided under all applicable laws, rules and regulations.
- E. **Costs.** Funding for the CRT program will be provided by CPD based on the budget approved by CPD and HRBH. CPD will reimburse HRBH up to \$100,000 annually to cover the salary (\$65,000), benefits (\$26,650), training, travel and supplies (\$8,350) for the CRT clinician. There is no commitment as to the number of individuals which may be referred to HRBH or provided services under this Agreement.

II. TERM, TERMINATION, AND RENEWAL

The initial term of this Agreement shall be for March 1, 2025, and end on February 28, 2026. If by agreement of both parties, the program can begin earlier than March 1, 2025, provided the staffing of both the office and the clinician are secured. Renewal will be dependent on the extension of agreements between the CPD and HRBH to continue. Either party may terminate this Agreement for convenience, with or without cause, by giving the other party at least sixty (60) days' written notice of termination to the Parties herein.

III. REPORTING

- A. HRBH shall provide appropriate personnel to attend City meetings, conferences, and training related to the Program or CRT.
- B. Subject to HIPAA requirements, HRBH shall collect and provide data or information to be utilized by the CPD's Office to monitor call volume and reliable outcome measures.
- C. HRBH shall abide by the laws and regulations of the State of Georgia and Cherokee County.
- D. The Parties will review of the terms of this Agreement on an annual basis.

IV. INSURANCE

HRBH will maintain an occurrence based Comprehensive General Liability Insurance policy and a Professional Liability Insurance policy. These policies will be written with limits of liability of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The Comprehensive General Liability policy will include bodily injury and property damage liability coverage arising out of premises, operations, products, and personal injury liability. The Professional Liability policy will

provide coverage for the individual practitioner and HRBH. HRBH will obtain proof of coverage and submit a Certificate of Insurance to the City prior to providing services in this Agreement and annually thereafter evidencing the above required coverage.

V. POTENTIAL CLAIMS

HRBH is subject to the Georgia State Tort Claims Act (O.C.G.A. Title 50, Ch. 21), administered by the Georgia Office of Administrative Services. HRBH's liability for loss of or damage to property is limited to \$1,000,000 per person/\$3,000,000 per occurrence. Any claim against HRBH pursuant to this Agreement resulting from an act, failure to act, or negligence of HRBH, its agents, employees or volunteers shall be pursued in accordance with the Georgia State Tort Claims Act and any liability shall be paid from the State Tort Claims Fund, a self-insurance fund maintained by the State of Georgia.

VI. INDEPENDENT CONTRACTOR

HRBH understands that the terms and conditions of this Agreement do not create any employment relationship with the City.

The City shall not be responsible or liable for any action, error or omissions of the HRBH. The Parties are independent contractors and shall be individually and separately responsible for identifying, designating, and training their respective employees to provide services in and outside of this Agreement. Employees of HRBH and the City who are selected to provide services under this Agreement shall be and remain employees of either HRBH or the City, respectively. HRBH and the City are individually responsible for the supervision and personnel management of their own employees as part of the Program herein.

The City and HRBH are separately and independently responsible for their own operating costs, including but not limited to, salaries, benefits, travel, training and supplies for their own employees. To the extent practicable, the City and HRBH may communicate and coordinate employee training efforts and resources, including, but not limited to the joint hiring and collaboration of team members.

VII. Confidentiality

The Parties agree to comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Georgia Open Records Act and all applicable Georgia laws and regulations.

HRBH and the City agree to notify each other about material changes in their privacy policies and procedures.

VIII. MISCELLANEOUS

- A. Funds. This Agreement is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations and procedures.
- B. Modification and Amendments. No modifications or amendments to this Agreement shall be effective unless issued in writing and approved by all Parties, executed by their governing authority and duly- authorized officers, and spread upon the minutes of the respective governing bodies.
- C. Obligation. Nothing in this Agreement shall obligate the City or HRBH to enter in any contract or other obligation.
- D. Notices. Notices regarding this Agreement shall be mailed via First Class U.S. Mail, return receipt requested, or through receipted delivery to:

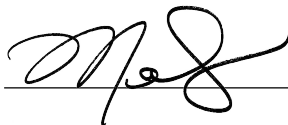
City: **CANTON POLICE DEPARTMENT**
Attn: Chief Marty Ferrell
151 Elizabeth Street
Canton, GA 30114

HRBH: **HIGHLAND RIVERS BEHAVIORAL HEALTH**
Attn: Melanie Dallas, CEO
1503 North Tibbs Road
Dalton, GA 30720

- E. No Waiver. Neither party to this Agreement waives any of its rights or immunities under all applicable laws and regulations. Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity, qualified immunity or official immunity by the City, Fire, Police, or any entity, agency, Office or individual to which sovereign immunity, qualified immunity or official immunity may be applicable.
- F. Counterparts. This Agreement may be executed in multiple counterparts and executed copies shall be deemed to be originals for evidentiary purposes.
- G. Severability. If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.
- H. Governing Law. All disputes out of or in any way related to this Agreement shall be interpreted under the laws of the State of Georgia and submitted to the State or Superior Court of Cherokee County and the parties expressly consent to venue and jurisdiction herein.

IN WITNESS WHEREOF the City and HRBH have executed this Agreement, which is effective as of the Effective Date provided above.

**HIGHLAND RIVERS COMMUNITY SERVICE BOARD
D/B/A HIGHLAND RIVERS BEHAVIORAL HEALTH**



By: Melanie Dallas, LPC

Its: Executive Director/Chief Executive Officer

Date: 1/28/25

City of Canton

By: Bill Grant

Its: Mayor

Date: _____