

STATE OF TEXAS)
)
COUNTY OF EL PASO) **FIRST EXTENSION TO INTERLOCAL
AGREEMENT WITH EL PASO MHMR D/B/A
EMERGENCE HEALTH NETWORK**

RECITALS:

WHEREAS, El Paso County (hereinafter the "County") and El Paso MHMR D/B/A Emergence Health Network. ("EHN"), jointly known hereafter as the "Parties," previously entered into an interlocal agreement (**County Contract# 2024-0786**) (the "Agreement"); and

WHEREAS, the Parties understand that the Agreement contained two (2) options to renew the Agreement for one (1) year, if mutually agreed by both parties with the renewal(s) conditioned on continued funding by HHSC under EHN and HHSC performance contract; and

WHEREAS, the Parties wish to renew and extend the Agreement to extend the term of the Agreement, for one (1) year from October 1, 2024 to September 30, 2025 under the same term and conditions as **Contract #2024-0786**; and

WHEREAS, this is the first of two (2) total options to renew the Agreement, is pursuant to **Section A.1 of Article 4** in the Agreement; and

WHEREAS, the Parties understand that there remains only one (1) more option to renew the Agreement pursuant to **Section A.1 of Article 4** in the Agreement; and

WHEREAS, the Parties that the Agreement may not be altered, changed or amended except by an instrument signed by both Parties; and

WHEREAS, regardless of the date signed by the Parties this first option to renew shall have an effective date of October 1, 2024; and

NOW, THEREFORE, the County and El Paso MHMR D/B/A Emergence Health Network, in consideration of the mutual covenants and agreements contained in the Agreement, as set forth herein, do hereby agree to renew the Agreement, as follows:

**ARTICLE I
AGREEMENT RENEWAL**

1. The Parties agree all above-mentioned recitals are adopted and incorporated.
2. The Parties agree that the Agreement, shall be extended for a one-year term under the same terms and conditions of the original Agreement with a term extending from October 1, 2024 - September 30, 2025.
3. The Agreement, remain in effect in all other aspects.

4. The Parties agree that there is only one more additional one-year term renewal option available following the expiration of this first one-year term renewal.

ARTICLE II GENERAL PROVISIONS

1. **Binding Effect; Assignment.** This First Renewal to the Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties here to and their respective successors and permitted assigns.
2. **Indemnification.** Consultant hereby agrees to indemnify, defend and hold harmless the County from and against any and all claims, demands, causes of action, court costs, expenses, and attorney's fees which are connected with or arise from this Amendment to the Agreement.
3. **Headings and Captions.** The document headings and captions contained herein are for ease of reference only and shall not affect the meaning or interpretation of this Amendment to the Agreement.
4. **Counterparts.** This Amendment to the Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.
5. **Amendments.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties hereto.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the Parties execute this First Renewal:

COUNTY OF EL PASO, TEXAS:

Ricardo A. Samaniego
El Paso County Judge
Date:

APPROVE AS TO LEGAL FORM:

Jose Salayandia
Assistant County Attorney

EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK (“EHN”)

Date:

APPROVE AS TO LEGAL FORM:

NAME:

Legal Counsel for El Paso MHMR D/B/A Emergence Health Network