



City of El Paso Agenda Summary Form

Submitted On: Jun 16, 2026, 05:52PM EDT

City Clerk

Department / Council Office	Police
Agenda Date	July 07, 2026
Public Hearing Date	July 06, 2026
Email of User Submitting Form	C1070@elpasotexas.gov
Contact Person	ASSISTANT CHIEF JUAN F. BRIONES 1609 (915) 212-4304
2nd Contact Person	
District(s) Affected	All Districts
Agenda Item	A Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso, by and through the El Paso Police Department, the El Paso County District Attorney, and El Paso MHMR d/b/a/ Emergence Health Network hereinafter known as "EHN", for the provision, administration, and establishment of Diversion Center Services to El Paso County residents experiencing mental health/substance abuse crisis. The term of this agreement is for 2 years with one auto renewal for one year unless written notice to terminate is provided by either party of this agreement.
Issue Statement	City Council is asked to approve this agreement to assist the El Paso County District Attorney and El Paso MHMR to provide Diversion Center Services to El Paso County residents experiencing mental health/substance abuse crisis.
Background	A Diversion Center will allow for our El Paso Police Officers to divert people taken into custody for low level offenses, rather than booking them into jail. This will be in line with our Strategic Plan for finding alternatives to incarceration as well as TX CCP Art. 16.23. The Diversion Center will also allow for our officers to be back on the field in a shorter amount of time than it would take if they had to book an offender into jail. Most important, these offenders can get into a treatment plan which will help them to prevent from re-offending.
Council Options	1. Approve the Agreement as presented 2. Decline approval and direct staff to return with alternative options
Committee Review and/or Recommendation	This item was not reviewed by a City Council committee
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	Not Applicable
Related City Policies	Not applicable
Prior Council Action	None
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	Not applicable
Enter the elected official's name followed by the amount donated.	Not applicable
For More Information	Assistant Chief Juan F. Briones #1609 (915) 238-7119 1609@elpasotexas.gov

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, by and through the El Paso Police Department, the El Paso County District Attorney, and El Paso MHMR d/b/a Emergence Health Network hereinafter known as "EHN", for the provision, administration, and establishment of Diversion Center Services to El Paso County residents experiencing mental health/substance abuse crisis.

APPROVED this _____ day of _____, 2026.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas, Chief
El Paso Police Department

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF EL PASO,
EL PASO COUNTY DISTRICT ATTORNEY'S OFFICE
AND
EL PASO MHMR d/b/a EMERGENCE HEALTH NETWORK**

On the 1st day of July 2026, City of El Paso ("City") El Paso Police Department (EPPD), El Paso County District Attorney, and El Paso MHMR d/b/a Emergence Health Network hereinafter known as "EHN", for the provision and administration of establishment of Diversion Center Services to El Paso County residents experiencing a mental health/substance abuse crisis.

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the City, El Paso County District Attorney and the EHN Board are local governments as defined in Texas Government Code, Section 791.003(4) and have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the City, El Paso County District Attorney and the Board recognize that a consolidated effort in the coordination of services to meet the needs of citizens in mental health crisis will result in a cost savings and is in the best interest of the citizens of the County of El Paso; and

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

I. PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is to provide diversion center services. The Diversion Center would be committed to meeting the evolving needs of the community, EHN specializes in providing services for individuals dealing with mental health challenges and substance use disorders, among others. The Extended Observation Unit ("EOU"), which offers immediate treatment for those in a mental health crisis, has served 4,190 individuals with low acuity in the past five years. Of those individuals, 42% were brought to our unit by law enforcement. This strategic expansion aims to reduce dependence on law enforcement and emergency room services by facilitating the diversion of individuals to alternative treatments, aligning with EHN's commitment to supporting the community's diverse needs.

The benefits of the EOU include:

1. Diversion from criminal justice systems.
2. Offering central drop off location.

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3. Preventing unnecessary delays in evaluations.
 4. Freeing up emergency room hospital beds.
- B. The goal of Diversion Center services is to strengthen the preventative service gap with integration and multidisciplinary collaboration amongst community resources, existing crisis continuum care and substance use residential facilities. Establishment of these services:
1. Addresses immediate needs of patients in crisis.
 2. Provides a proactive solution that alleviates the burden on our local hospital emergency rooms.
 3. Creates a more streamlined and efficient care path.
 4. Maintain collaborative partnerships.

II. SERVICES TO BE PERFORMED BY EHN

- A. Diversion Center- The Diversion Center will operate a 24-hour, seven-day-a-week unit, welcoming law enforcement drop-offs and walk-ins. It employs a systematic triage and care coordination process, facilitating appropriate referrals and delivering evidence-based interventions through the Sequential Intercept Model to promote recovery and overall well-being. This initiative embodies Emergence Health Network's commitment to redefining approaches to justice-involved individuals, fostering resilience, and building a safer, healthier community. We intricately plan key operational components to achieve several overarching objectives.
- B. The Diversion Center offers a valuable option for law enforcement and eligible entities by providing a recovery-oriented, short-stay alternative to incarceration.
1. Divert non-violent individuals with mental health needs
 2. Provide stabilization
 3. Comprehensive risk /needs assessment
 4. Crisis Intervention
 5. Multi-Disciplinary Treatment Teams
 6. Referrals to spectrum of services and supports
 7. Holistic approach, that is comprehensive outside of the traditional criminal justice or emergency medical systems
- C. Aligned with the Sequential Intercept Model (SIM), the Diversion Center addresses critical community goals to reshape the trajectory of individuals involved in the justice system. The SIM framework identifies key intercept points where interventions can divert individuals away from unnecessary incarceration and promote overall well-being.
1. Monthly staffing shall be held at an agreed upon date and time either in person or through MS TEAMS. Staffing shall be scheduled on a date that is mutually agreeable to all parties. All listings and documents shall be submitted regardless of whether an actual in-person/electronic staffing is scheduled.

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2. The monthly data reports are designed to monitor the implementation and measure the level of achievement of the goals and objectives in the goals plan. Monthly progress reports shall be submitted by the 15th of each month.

D. Communication:

1. All team members will staff high profile cases as needed. Communication and documentation must be directly correlated to the monthly progress reports.
 - a. Diversion Center services education for individuals upon release from jail for those at risk of reoffending due to mental health conditions.

III. SERVICES TO BE PERFORMED BY EPPD

- A. EPPD agrees to work collaboratively with EHN and the El Paso County District Attorney's Office on diversion efforts to:
 1. Provide monthly list of encounters with individuals brought to the Diversion Center.
 2. Perform initial safety assessment on individual and ensure that diversion is from an allowable offense.
 3. Transport individual(s) to the Diversion Center or supervision of the individual
 4. Complete necessary documentation to ensure physical hand-off to EHN staff.

IV. SERVICES TO BE PERFORMED BY DISTRICT ATTORNEY

- A. El Paso County District Attorney's Office agrees to work collaboratively with EHN and EPPD on diversion efforts.
- B. Continuously monitor list of charges eligible for diversion services.

V. TERM AND TERMINATION

- A. The services requested shall be provided from May 1, 2026, through November 30, 2028. This agreement shall auto renew for one additional year unless written notice to terminate is provided by any of the parties to this Agreement. Any such extensions are subject to availability of EHN funds.
- B. The City (EPPD), the El Paso County District Attorney's Office, or EHN may terminate this Agreement at any time by giving 60 days' written notice, sent Certified Mail (Return Receipt Requested) to terminate. EHN shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first, no other parties subject to this agreement incur any costs at anytime.

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Notice Shall Be Mailed To EPPD:

Chief of Police
Pete Pacillas
El Paso Police Department
911 N. Raynor
El Paso, TX 79903

To El Paso County District Attorney:

El Paso County District Attorney's
Office
James Montoya
500 E. San Antonio Rm 201
El Paso, TX 79901

To EHN:

Emergence Health Network
ATTN: Kristen Daugherty, CEO
201 E. Main St Suite 600
El Paso, TX 79901

VI. RECORDS AND MISCELLANEOUS PROVISIONS

- A. Record Retention: EHN shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of 7 years after the end of the contracted period. If any litigation, claim, or audit involving these records commences before the 7-year period expires, the Contractor must keep records and documents for not less than 7 years or until all litigation, claims, or audit findings are resolved, whichever is later.
- B. The following agencies may request to review EHN'S records: the City, an El Paso County District Attorney authorized representative, the State of Texas, and/or the Federal Government. EHN must maintain and make available for inspection, audit or reproduction any books, documents and other evidence pertaining to the cost and expenses for this agreement entered into with the El Paso County, as requested by an authorized representative of El Paso County, the State of Texas, or the Federal Government.
- C. To the extent allowable under applicable federal and state privacy and confidentiality laws, the parties agree to exchange information for the exclusive purposes of providing Diversion Center Services. All parties acknowledge that in receiving, storing, processing, or otherwise dealing with any information about clients in the program, they are fully bound by provisions of federal and state regulations governing confidentiality of educational records, juvenile criminal records, substance abuse patient records, 42 C.F.R. Part 2 and 45 U.S.C. § 290dd-2 as well as confidentiality of mental health records under Texas Health and Safety Code Chapter 611 ("Confidentiality Regulations"). All parties agree to undertake to resist in judicial proceedings any effort to obtain access to confidential information pertaining to clients otherwise than as expressly provided for in the Confidentiality Regulations. All parties agree to execute a Business Associate Agreement attached hereto and marked as **Exhibit B**.

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VII. BACKGROUND CHECKS AND TRAINING

Background checks and training for all current and future employee(s) or volunteer(s) working directly with clients prior to any contact throughout the term of this Agreement. This will be done as needed and in the event that employees or volunteers are removed from duties and other employees or volunteers are secured.

VIII. SANCTIONS

- A. EHN warrants that it is certified, approved, or licensed by all Federal, State or local agencies or departments that have jurisdiction to regulate any activity performed by EHN. Proof of such certification, approval or license shall be provided within 10 days of execution of an agreement.
- B. EHN shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last 12 months preceding the execution of this agreement, as well as during the term of this agreement along with any results and/or finding related to EHN conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Justice Department, Texas Department of Family and Protective Services, or any other agency which may license or regulate EHN in the provision of these services.

IX. ASSIGNMENT

EHN shall not sell, assign, transfer, or convey any agreement entered into with the City or County of El Paso, in whole or in part, without the prior written consent of El Paso County.

X. VENUE

This agreement will be governed and construed according to the laws of the State of Texas and will be performable in El Paso County, Texas. Venue for any legal proceedings shall be in El Paso County, Texas.

XI. INDEMNIFICATION

- A. To the extent authorized by the Constitution and laws of the State of Texas, EHN shall hold harmless and indemnify the City and El Paso County District Attorney, their officers, agents and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of EHN, its officers, employees and/or agents, including any acts constituting negligence or gross negligence or in a suit pursuant to Chapter 81 of the Texas Code of Civil Practice and Remedies Code.

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- B. EHN shall maintain at EHN'S own expense, general and professional liability insurance with a policy limit of not less than \$1,000,000.00 per occurrence and \$3,000,000 in the aggregate under such coverage. EHN also carries medical professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate, annually. These insurance policies shall specifically cover the services provided under this agreement. Failure to maintain such insurance during the term of this agreement shall be grounds for immediate termination of the agreement. All of said insurance policies shall name the County and, their officers, employees as additional insured and shall provide that the County shall be given at least 30 days advance written notice of any lapse, amendment or cancellation. A copy of the insurance certificate should be included.

XII. AGREEMENT

This document expresses the entire Agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

XIII. ENFORCEMENT

Any agreement entered into between the parties. In the event that any portion of an agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

XIV. NONDISCRIMINATION AND EQUAL OPPORTUNITY

- A. EHN certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- B. EHN certifies that it does not boycott Israel, as defined in Texas Government Code Section 808.001, and will not do so for the duration of this contract.

(Signatures on Next Page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso, El Paso County District Attorney and El Paso MHMR D/B/A Emergence Health Network.

APPROVED this _____ day of _____, 2026.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney
City of El Paso

APPROVED AS TO CONTENT:



Peter F. Pacillas
Chief of Police
El Paso Police Department


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STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the El Paso County District Attorney, Interlocal Agreement between the City of El Paso, El Paso County District Attorney and El Paso MHMR D/B/A Emergence Health Network.

APPROVED this _____ day of _____, 2026.


James Montoya
El Paso County District Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the El Paso MHMR D/B/A Emergence Health Network, Interlocal Agreement between the City of El Paso, El Paso County District Attorney and El Paso MHMR D/B/A Emergence Health Network.

APPROVED this _____ day of _____, 2026.

Kristen Daugherty
Kristen Daugherty
Chief Executive Officer
Emergence Health Network