

**AMENDMENT NO.4 TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MESQUITE, TEXAS
AND DALLAS COUNTY HOSPITAL DISTRICT
d/b/a PARKLAND HEALTH**

This Amendment is entered into by and between the City of Mesquite ("CITY") and the Dallas County Hospital District d/b/a Parkland Health ("PARKLAND").

WHEREAS, PARKLAND and CITY are parties to that certain Interlocal Agreement, which was dated to be effective as of October 1, 2021, (the "Agreement"); and

WHEREAS the Agreement was modified pursuant to agreement of the Parties via an Amendment No. 1 to the Interlocal Agreement, which was dated to be effective April 18, 2022, ("Amendment No. 1"); and

WHEREAS the Agreement was again modified pursuant to agreement of the Parties via an Amendment No. 2 to the Interlocal Agreement, which was dated to be effective October 1, 2023, ("Amendment No. 2"); and

WHEREAS the Agreement was again modified pursuant to agreement of the Parties via an Amendment No. 3 to the Interlocal Agreement, which was dated to be effective October 1, 2024, ("Amendment No. 3"); and

WHEREAS PARKLAND and CITY wish to amend such Agreement in the manner which is more fully set forth below; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, PARKLAND and CITY hereby agree as follows:

1. Section IV, PAYMENT shall be amended and restated in its entirety as follows:

For the Agreement Term from October 1, 2025, through September 30, 2026, payment in the amount of FIVE HUNDRED FIFTY-FOUR THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$554,288.00) shall be made in eleven (11) monthly payments in the amount of FORTY-SIX THOUSAND ONE HUNDRED NINETY DOLLARS AND SIXTY-SIX CENTS (\$46,190.66) and one (1) final monthly payment in the amount of FORTY-SIX THOUSAND ONE HUNDRED NINETY DOLLARS AND SEVENTY-FOUR CENTS (46,190.74) and shall be made by the CITY upon receipt of invoices from PARKLAND.

This Agreement cannot be an unfunded liability of the CITY in violation of the Texas Constitution's unfunded debt prohibition applicable to home-rule cities. All expenditures to be made by the CITY under this Agreement are subject to the City of Mesquite's appropriation of funds for such purpose to be paid in the budget year for which they are made. All payments made by the CITY for any goods or services pursuant to this Agreement shall be made only from current lawfully appropriated revenues available to the CITY for such purpose. Accordingly, the parties agree that if the City Council of the City of Mesquite fails to appropriate funds in any fiscal or budget year for the payment of any goods or services to be provided under this Agreement or any other sum due under this Agreement, the CITY may terminate such services and this entire Agreement without liability and without penalty by giving PARKLAND written

notice of such termination. To the extent of conflict, this provision supersedes any conflicting terms or conditions which are part of this Agreement.

2. The term of the Agreement shall be renewed through September 30, 2026.

3. This Amendment No. 4 is effective as of the 1st day of October 2025.

4. Except as modified by this Amendment No. 4, the Agreement remains in full force and effect between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed by their respective duly authorized representatives.

**Dallas County Hospital District d/b/a
Parkland Health**

The City of Mesquite, Texas

By: _____

By: _____

Name: Richard Humphrey

Name: Cliff Keheley

Title: EVP & Chief Financial Officer

Title: City Manager

Date: _____

Date: _____

ATTEST:

By: _____
Sonja Land, City Secretary

APPROVED AS TO FORM:
David L. Paschall, City Attorney

By: _____
Assistant City Attorney