

RESOLUTION NO. 53-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE MESQUITE INDEPENDENT SCHOOL DISTRICT FOR THE DEVELOPMENT, OPERATION AND USE OF A HEALTH AND WELLNESS CLINIC AND PHARMACY.

WHEREAS, the City of Mesquite ("City") and the Mesquite Independent School District ("MISD") each desire to create and operate a health and wellness clinic and pharmacy ("Clinic") for the benefit of each of their respective qualifying employees and dependents and desire to reduce the costs associated with employee health care; and

WHEREAS, the City and MISD each desire to join together to create and operate the Clinic and to extend to qualified employees and dependents of both entities services to be provided by the Clinic; and

WHEREAS, the City and MISD have determined that it would be in the best interest of both entities to share the Clinic services and expenses; and

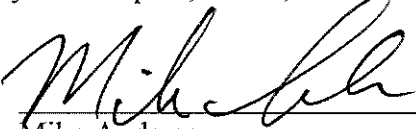
WHEREAS, the City and MISD are each authorized, individually, to perform the governmental functions and services herein contemplated; and

WHEREAS, the Interlocal Agreement Act, V.T.C.A., Texas Government Code, Chapter 791, 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.

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

SECTION 1. That the Mayor is hereby authorized to execute the Interlocal Agreement attached hereto as Exhibit "A" between the City of Mesquite and Mesquite Independent School District providing for the development, operation and use of a health and wellness clinic and pharmacy.

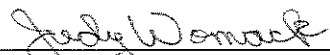

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 21st day of August, 2006.



Mike Anderson  
Mayor

ATTEST:

APPROVED:

  
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Judy Womack  
City Secretary  
\_\_\_\_\_  
B. J. Smith  
City Attorney

INTERLOCAL AGREEMENT  
 BETWEEN MESQUITE INDEPENDENT SCHOOL DISTRICT  
 AND THE CITY OF MESQUITE, TEXAS FOR DEVELOPMENT,  
 OPERATION AND USE OF A HEALTH AND WELLNESS CLINIC AND PHARMACY

This Interlocal Agreement is entered into pursuant to the Interlocal Corporation Act (Section 791.000 et seq Texas Government Code) by and between Mesquite Independent School District ("MISD") and City of Mesquite, Texas ("City").

RECITALS

MISD and City each desire to create and operate a health and wellness clinic and pharmacy ("the clinic") for the benefit of each of their respective qualifying employees and dependents and desire to reduce the costs associated with employee health care.

MISD and City desire to join together to create and operate the clinic and to extend to qualified employees and dependents of both entities services to be provided by the clinic.

MISD and City have and do determine that it would and will be in the best interest of both MISD and City to share the clinic services and expenses.

MISD and City are each authorized, individually, to perform the governmental functions and services herein contemplated.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, BENEFITS AND AGREEMENTS MORE SPECIFICALLY HEREINAFTER SET FORTH, MISD AND CITY AGREE AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to create a health and wellness clinic and pharmacy for the benefit of qualified employees and dependents of MISD and City; establish the terms and conditions for operation of such facilities; and, to provide for the sharing of costs and expenses associated with the clinic.
2. Term. This Agreement shall commence on the date same is executed by a duly authorized representative of each party to this Agreement and shall continue in full force and effect for a period of one (1) year.
3. Termination. Either party to this Agreement may terminate this Agreement by giving the other party one hundred eighty (180) days written notice. In the event that a party does not give the other party notice of termination as herein provided, this Agreement shall, and will, be extended for an additional one (1) year period without further action by either party. MISD and City agree that this Agreement may be terminated at any time by the mutual agreement of the parties.

4. Cost Sharing. All operating costs and liability of any nature (including salaries & benefits paid to employees of MISD) associated with the creation and operation of the clinic shall be paid by MISD and City on a pro rata basis based upon a percentage determined by dividing the number of each party's employees and dependents utilizing the clinic by the total number of employees and dependents of both entities that utilize the clinic. The percentage to be paid by each party shall be initially established based upon the list of employees and dependents certified by each entity as qualified to participate in the services offered by the clinic; and, shall be adjusted annually based upon actual use of the clinic by each parties' qualified employees and dependents during the preceding year. All payments required to be made by either party shall be made from current revenues available to the paying party within thirty (30) days of receipt of invoice in accordance with the Prompt Payment Act. MISD and City agree that the payments herein contemplated fairly compensates the performing party for the services or functions performed under this Agreement.

5. Status of Employees. All personnel of the clinic shall be employed by MISD. MISD shall retain supervision and control of its employees at all times while performing this Agreement and no employee of MISD shall be considered a borrowed servant of City for any reason, including but not limited to, worker's compensation purposes. City agrees that all persons employed to furnish services hereunder are employees, agents or representatives of MISD; and, that such employees shall only be entitled to those benefits conferred upon such employees by MISD.

6. Premises. City agrees to provide the premises and adequate parking facilities for the clinic and shall be reimbursed for use of such space at a rate mutually agreed to by the Superintendent of Schools of MISD and the City Manager of City.

7. Governance. Operation of the clinic shall be governed by a board comprised of three (3) representatives from MISD and three (3) representatives of City. This board shall determine the name under which the Clinic will operate as well as the hours of operation of the clinic.

8. Qualified Employees and Dependents. MISD and City each agree to provide a list of qualified employees and dependents eligible to avail themselves of the service offered by the clinic. This list shall be updated each month by the 15<sup>th</sup> day of each month.

9. Obligations of MISD. MISD shall:

- a. Provide the personnel for the clinic, which personnel shall, to the extent required by law, be licensed or certified by the State of Texas, and be in good standing. All salary and benefits paid to such employees by MISD shall be a cost subject to pro rata contribution.
- b. Provide all necessary supplies, equipment and insurance, the costs of which shall be subject to pro rata contribution.

c. Maintain all files, records and documentation regarding each patient in accordance with applicable law, including the Health Insurance Portability Act of 1996 (HIPAA), the costs of which shall be subject to pro rata contribution.

10. Execution. If the governing body of a party is required to approve this Agreement, it shall not become effective until approved by the governing body of that party. In that event, this Agreement shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party.

11. No Joint Enterprise. This Agreement is not intended to create a joint enterprise. By entering this Agreement, the parties are undertaking a governmental function or service the purpose of which is to further the public good. The parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The parties do not have an equal or mutual right of control.

12. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

13. Amendment. This Agreement may only be amended by the mutual agreement of the parties hereto in a writing signed by a duly authorized representative of each party and attached to and incorporated into this Agreement. All amendments to the Agreement shall be submitted to the City Council of City and Board of Trustees of MISD for their consideration and approval.

14. Severability. In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. Force Majeure. In the event that either party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, it shall not be considered a breach of this Agreement.

16. Exclusivity. This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the same or similar service.

17. HIPPA Compliance. Any covered information that City and the MISD share

under this Agreement will be handled in a way that insures HIPPA compliance.

18. Assignment. Due to the unique nature of this Agreement, the parties agree that neither party may assign this Agreement without the written approval of the other.

19. Captions. The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

Executed this 31st day of July, 2006.

Mesquite Independent School District

By: Rita Cruz  
President

Attest:

Judy Womack  
City Secretary

City of Mesquite

By: Mike  
Mayor