

RESOLUTION NO. 34-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY OF MESQUITE TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITIES OF BALCH SPRINGS, SEAGOVILLE, AND THE TOWN OF SUNNYVALE CREATING THE SOUTHEAST COLLABORATION CRISIS INTERVENTION TEAM PER THE PROVISIONS OF THE DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT AND APPOINTING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO MANAGE, REJECT, ALTER, OR TERMINATE THE INTERLOCAL AGREEMENT ON BEHALF OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 7, 2020, the Mesquite City Council approved Resolution No. 63-2020 authorizing the City Manager to execute and submit a multi-jurisdictional grant application to Dallas County under the New Directions in Public Safety Grant Program (“Grant”); and

WHEREAS, on May 3, 2021, the Mesquite City Council approved Resolution No. 23-2021 authorizing the acceptance of the Grant; and

WHEREAS, Resolution No. 23-2021 authorizes the City Manager to execute an Interlocal Agreement with the cities of Balch Springs, Seagoville, and the Town of Sunnyvale to create the Southeast Collaboration Crisis Intervention Team (“Team”) and to establish the governance of the program per the provisions of the Grant; and

WHEREAS, the object of the Grant is to provide seed money to help cities and groups of cities address the crisis of criminalization, mental health, poverty, and homelessness, and utilize alternatives to police response and incarceration to address the needs of Dallas County residents; and

WHEREAS, the proposed program will establish a Team to provide proactive and reactive mental health services with professional mental health responders; and

WHEREAS, the Team will supplement public safety responses with the overall goal to reduce mental health calls responded to by police; and

WHEREAS, the City of Mesquite (the “City”) will serve as the sponsoring and coordinating jurisdiction for the program.

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

SECTION 1. The City Council hereby (i) authorizes the City Manager on behalf of the City to execute an Interlocal Agreement with the cities of Balch Springs, Seagoville, and the Town of Sunnyvale creating the Southeast Collaboration Crisis Intervention Team per the

provisions of the Grant; and (ii) appoints the City Manager as the authorized official to manage, reject, alter, or terminate the Interlocal Agreement on behalf of the City.

SECTION 2. That should any word, sentence, clause, paragraph or provision of this resolution be held to be invalid or unconstitutional, the validity of the remaining provisions of this resolution shall not be affected and shall remain in full force and effect.

SECTION 3. That this resolution shall go into effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 21st day of June 2021.



Bruce Archer
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall
City Attorney

RESOLUTION NO. 34-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY OF MESQUITE TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITIES OF BALCH SPRINGS, SEAGOVILLE, AND THE TOWN OF SUNNYVALE CREATING THE SOUTHEAST COLLABORATION CRISIS INTERVENTION TEAM PER THE PROVISIONS OF THE DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT AND APPOINTING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO MANAGE, REJECT, ALTER, OR TERMINATE THE INTERLOCAL AGREEMENT ON BEHALF OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 7, 2020, the Mesquite City Council approved Resolution No. 63-2020 authorizing the City Manager to execute and submit a multi-jurisdictional grant application to Dallas County under the New Directions in Public Safety Grant Program (“**Grant**”); and

WHEREAS, on May 3, 2021, the Mesquite City Council approved Resolution No. 23-2021 authorizing the acceptance of the Grant; and

WHEREAS, Resolution No. 23-2021 authorizes the City Manager to execute an Interlocal Agreement with the cities of Balch Springs, Seagoville, and the Town of Sunnyvale to create the Southeast Collaboration Crisis Intervention Team (“**Team**”) and to establish the governance of the program per the provisions of the Grant; and

WHEREAS, the object of the Grant is to provide seed money to help cities and groups of cities address the crisis of criminalization, mental health, poverty, and homelessness, and utilize alternatives to police response and incarceration to address the needs of Dallas County residents; and

WHEREAS, the proposed program will establish a Team to provide proactive and reactive mental health services with professional mental health responders; and

WHEREAS, the Team will supplement public safety responses with the overall goal to reduce mental health calls responded to by police; and

WHEREAS, the City of Mesquite (the “**City**”) will serve as the sponsoring and coordinating jurisdiction for the program.

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

SECTION 1. The City Council hereby (i) authorizes the City Manager on behalf of the City to execute an Interlocal Agreement with the cities of Balch Springs, Seagoville, and the Town of Sunnyvale creating the Southeast Collaboration Crisis Intervention Team per the

provisions of the Grant; and (ii) appoints the City Manager as the authorized official to manage, reject, alter, or terminate the Interlocal Agreement on behalf of the City.

SECTION 2. That should any word, sentence, clause, paragraph or provision of this resolution be held to be invalid or unconstitutional, the validity of the remaining provisions of this resolution shall not be affected and shall remain in full force and effect.

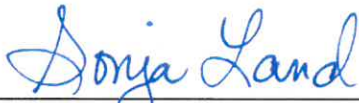
SECTION 3. That this resolution shall go into effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 21st day of June 2021.



Bruce Archer
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall
City Attorney

**CITY OF BALCH SPRINGS, TEXAS
RESOLUTION NO. 879-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALCH SPRINGS, TEXAS, AUTHORIZING THE ACCEPTANCE OF THE DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT; AUTHORIZING THE CITY TO COLLABORATE WITH OTHER LOCAL CITIES TO ESTABLISH THE SOUTHEAST COLLABORATION RESPONSE TEAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE REQUIRED INTERLOCAL AGREEMENT WITH DALLAS COUNTY AND OTHER REQUIRED AGREEMENTS AND DOCUMENTS; AUTHORIZE THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO MANAGE, REJECT, ALTER, OR TERMINATE THE GRANT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mesquite submitted a multi-jurisdictional grant application to Dallas County under the New Directions in Public Safety Grant Program (the "Grant") on behalf of the cities of Balch Springs (the "City"), Mesquite, Seagoville and the Town of Sunnyvale (collectively the "Cities"), in an amount not to exceed \$1,045,000, of which was approved by the Dallas County Commissioners Court on March 23, 2021; and

WHEREAS, the object of the Grant is to provide seed money to help cities work collaboratively to address the crisis of crime, mental health, poverty, homelessness, and substance abuse, and to utilize alternatives to police response and incarceration to more properly address the needs of Dallas County residents; and

WHEREAS, the Cities will establish the Southeast Collaboration, a response team, to provide proactive and reactive mental health services with professional mental health responders under the Grant program; and

WHEREAS, the City is required to enter into an Interlocal Agreement, including Addendum 1, with Dallas County (the "Agreement"), attached hereto as Exhibit A, incorporated herein by reference, pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, as amended; and

WHEREAS, the Balch Springs City Council desires to accept the Grant and authorize the City Manager to execute the Agreement and act as the authorized official to manage, reject, alter, or terminate the Grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BALCH SPRINGS, TEXAS THAT:

SECTION 1. The above recitals are incorporated herein for all purposes.

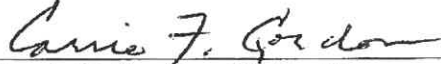
SECTION 2. The City Council hereby authorizes: (i) the City to collaborate with the Cities to

establish the Southeast Collaboration response team; and (ii) acceptance of the Dallas County New Directions in Public Safety Grant in an amount not to exceed \$1,045,000; (iii) the City Manager to execute the attached Agreement with Dallas County and to enter into, execute, and submit any other agreements or documents necessary to effectuate the purpose of this Resolution; and (iv) the City Manager to administer the Grant for and on behalf of the City, including managing, rejecting, altering, or terminating the Grant.

SECTION 3. Should any word, sentence, clause, paragraph or provision of this Resolution be held to be invalid or unconstitutional, the validity of the remaining provisions of this Resolution shall not be affected and shall remain in full force and effect.

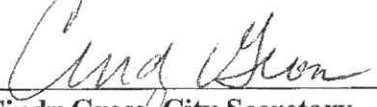
SECTION 4. This Resolution shall be in full force and effect immediately from and after its passage.

APPROVED AND ADOPTED by the City Council of Balch Springs, Texas, on this 14th day of June, 2021.



Carrie F. Gordon, Ph.D., Mayor

ATTEST:



Cindy Gross, City Secretary

**INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF MESQUITE
BALCH SPRINGS, SEAGOVILLE, AND SUNNYVALE
FOR THE SOUTHEAST COLLABORATION**

This Interlocal Agreement (this "Agreement") is entered into as of the Effective Date between the CITY OF MESQUITE, the CITY OF BALCH SPRINGS, the CITY OF SEAGOVILLE and the TOWN OF SUNNYVALE, all Texas home-rule municipalities each with the authorization of its applicable governing body, (hereinafter referred to individually as "Mesquite," "Balch Springs," "Seagoville," and/or "Sunnyvale"). Mesquite, Balch Springs, Seagoville, and Sunnyvale are hereafter sometimes referred to collectively as "the Cities" or the "Parties" or individually as a "City" or a "Party".

WITNESSETH

WHEREAS, Mesquite, Balch Springs, Seagoville, and Sunnyvale are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act") provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the Cities are local governments as that term is defined in the Act and this Agreement is being entered into pursuant to and under the authority of the Act; and

WHEREAS, the Cities each have a desire to collaborate for the purpose of providing mental health services in support of their governmental operations and residents; and

WHEREAS, each City has investigated and determined that it would be advantageous and beneficial to the residents within its respective municipality to implement a combined wide area, multi-site collaboration to address mental health issues in each City; and

WHEREAS, in order to provide dependable mental health services for use by each of the Cities and their respective citizens, the Cities desire to enter into this Agreement to provide establish a collaborative team for mental health services providing area-wide coverage for use by the Cities and their respective citizens. Such mental health services are essential and a necessary component of providing certain vital governmental services by each City, including, without limitation, police, fire, emergency and medical services provided by each City to ensure the public health and safety of citizens, benefiting the greatest number of citizens both now and in the future (hereafter referred to as the "Southeast Collaboration"); and

WHEREAS, the Cities presented a proposal to Dallas County requesting funding to establish the Southeast Collaboration and provide the aforementioned services to residents of Dallas County; and

WHEREAS, on March 23, 2021, the Dallas County Commissioners Court approved the Dallas County New Directions in Public Safety Grant Interlocal Agreement (hereafter referred to as the "Dallas County ILA" attached and incorporated into this Agreement) approving the Southeast Collaboration's proposal and granting funds to the Southeast Collaboration to work to collaboratively to address the crisis of criminalization, mental health, poverty, homelessness, substance abuse, and to utilize alternatives to police response and incarceration to more properly address the needs of Dallas County residents; and

WHEREAS, the Cities desire to enter this Agreement for the purpose of memorializing the agreement of the Cities regarding the Southeast Collaboration that will include staffing, the purchase and maintenance of necessary equipment, and the operation, management and use of the Southeast Collaboration.

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Cities agree as follows:

ARTICLE I. DEFINITIONS

Unless the Agreement clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

"Act" shall have the meaning set forth in the Recitals to this Agreement.

"Business Day" means any day other than a Saturday, Sunday, or official City holiday in which either of Mesquite's, Balch Springs', Seagoville's, or Sunnyvale's City Hall Offices are closed for business.

"Designated Program Manager" means the designated individual who oversees the day-to-day operations of the Southeast Collaboration in accordance with this Agreement and other applicable policies and guidelines set by the Cities and the Governance Board.

"Effective Date" means the later of the dates this Agreement is approved by the governing bodies of all Cities and signed by the authorized representatives of each City.

"Governance Board" means the administrative governing body tasked with the operation and administration of the Southeast Collaboration as more particularly described in Section 6.01 below.

"Joint Consulting Service(s)" or "Joint Consultant(s)" means services, consultants, experts, or professionals used to establish and assist in operations of the Southeast Collaboration, approved by the Governance Board, provided all Parties approve of the terms and services, for which costs will be shared subject to the terms and limitations provided in this Agreement.

"Non-Shared Resources" means the employees, services, goods, software, facilities, and other items utilized by the Southeast Collaboration that are purchased or employed by each of the respective Cities individually and are not Shared Resources.

"Non-Shared Costs" means the expenses to be incurred by the respective Cities relating to Non-Shared Resources and any other expenses that are not Shared Costs.

"Separate Consulting Services(s)" means services, consultants, experts, or professionals utilized by a Party in relation to the Southeast Collaboration, but not approved by the Governance Board and all Parties, for which costs will be paid solely by the Party acquiring said services.

"Shared Costs" means those costs relating to the Staff, services, goods, installations, day-to-day operations, and repairs, maintenance, and upgrades of the Shared Resources of the Southeast Collaboration. Shared Costs shall also include out of pocket costs incurred by a City relating to acquiring Shared Resources, including but not limited to the preparation and advertising of any items in order to comply with applicable procurement laws, reasonable legal fees, if any, for outside

counsel incurred by a City on behalf of the Southeast Collaboration. These Shared Costs shall be authorized by the Governance Board, itemized in detail, and submitted annually in the program budget to all Cities for approval.

"Shared Resources" means the services, goods, software, facilities, structures, and other items utilized by the Southeast Collaboration whose cost and ownership are shared by the Parties. These Shared Resources shall be itemized in detail in the program budget submitted annually to all Cities for approval.

"Southeast Collaboration" means an area-wide, multi-site Southeast Collaboration providing proactive, reactive and outreach services related to mental health within the Cities and shall include the Shared Resources and Non- Shared Resources, as described in further detail in this Agreement and the Recitals.

"Southeast Collaboration Advisory Board" means the group of specialized persons selected to advise the Governance Board and being more particularly described in Section 6.04 below.

"Term" means the term of this Agreement as defined in Section 2.01

ARTICLE II TERMINATION

2.01 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue until the earlier of either: 1. September 30, 2023 or 2. until the initial grant funding under the Dallas County ILA is exhausted (the "Initial Term") in order to allow each Party, the opportunity to recover its investment, unless terminated earlier as provided herein. Unless terminated earlier as provided herein, following the Initial Term, this Agreement shall automatically renew for successive one-year terms each beginning October 1, 2023 and continuing October 1st of each calendar year thereafter (each a "Renewal Term" and collectively the "Renewal Terms") unless a Party terminates this Agreement in accordance with this Article II. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "Term".

2.02 Termination in Event of Non-Appropriation of Funds. As home-rule municipalities in the State of Texas, the Parties are subject to Article III, Section 52a of the Texas Constitution prohibiting unfunded debt. All expenditures to be made by each City under the terms of this Agreement shall be subject to such City's appropriation of funds for such purpose to be paid in the fiscal year for which such expenditure is to be made and shall be paid only from funds of such City authorized by Article III, Section 52a of the Texas Constitution. Each Party agrees to give the other Party at least thirty (30) calendar days prior written notice if such Party anticipates that funds may not be appropriated to meet its obligations under the terms of this Agreement for the City's next fiscal year. In the event the City Council of either City fails to appropriate funds in any fiscal year during the Term of this Agreement for the payment of all obligations of such City under the terms of this Agreement for such fiscal year, such Party shall have the right to terminate this Agreement by giving the other Party written notice of the non-appropriation of funds within five (5) calendar days after such City fails to appropriate the necessary funds. The termination of this Agreement as a result of either Party's failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated.

2.03 Termination Without Cause. Notwithstanding anything to the contrary herein, either Party may terminate this Agreement without cause prior to the end of a Term subject to the following:

(i) The effective termination date must fall on the last day of the term of the year of termination; and

(ii) The Party desiring to terminate this Agreement must give the other Party at least sixty (60) days prior written notice of termination of this Agreement.

2.04 Effect of Termination of this Agreement Pursuant to Sections 2.01, 2.02 or 2.03 above. In the event a Party terminates this Agreement pursuant to Section 2.01, 2.02 or 2.03 above, the following provisions shall apply:

(i) The Party terminating this Agreement shall not be entitled to reimbursement from the non-terminating Parties for expenditures related to the Southeast Collaboration paid by the terminating Party prior to the date of termination; provided, however, the terminating Party shall continue to own its undivided 25% interest in the Shared Resources of the Southeast Collaboration paid and shall continue to be entitled to its proportionate share of the net proceeds from the sale of any Shared Resources as more fully set forth in Article IX of this Agreement;

(ii) Prior to the date of termination, the terminating Party must pay any remaining financial obligations related to its portion of Shared Costs incurred or accrued prior to the date of the termination.

(iii) Prior to the date of termination, the Party terminating this Agreement shall reimburse the non-terminating Parties for reasonable costs associated with the reconfiguring of the Southeast Collaboration that are necessary for the non-terminating Parties to continue the Southeast Collaboration.

(iv) All Non-Shared Resources of the Southeast Collaboration shall continue to be owned 100% by the Party that purchased such Non-Shared Resource;

(vi) All Shared Resources shall continue to be owned by the Parties to this Agreement.

(vii) The terminating Party and the non-terminating Parties shall have the right after termination of this Agreement to continue to access, use, maintain, repair, and upgrade the Shared Resources (but not the Non-Shared Resources) located on property owned or leased by the other Party without compensation to or interference by such other Party; and

(viii) The provisions of this Section 2.04 shall expressly survive the termination of this Agreement.

2.05 Notice of Termination. No notice of termination of this Agreement shall be effective unless given in accordance with this Article II and Article XIII below.

ARTICLE III. CONSULTING SERVICES TO ESTABLISH THE SOUTHEAST COLLABORATION

3.01 Joint Consulting Services. The Governance Board with or without recommendation from the Advisory Board may find the use of consultants, experts, or professionals are necessary to establish and/or operate the Southeast Collaboration. In the event the Governance Board approves the use of consultants, experts, or professionals, provided all Parties approve of the terms and services, the

Parties agree that all related costs, fees and expenses incurred by each City shall be Shared Costs.

3.02 Payment of Separate Consulting Service(s). Each Party acquiring consulting services not approved by the Governance Board and all Parties, shall be solely responsible for all costs, fees, and expenses incurred in connection with such agreement.

**ARTICLE IV.
PURCHASES AND IMPLEMENTATION OF THE
SOUTHEAST COLLABORATION**

4.01 Compliance with Applicable Laws and Grant. Each Party shall ensure all purchases made individually or collectively for the Southeast Collaboration comply with applicable local, state, and federal laws, including but not limited to state procurement laws.

4.02 Negotiations and Vendor Selection for Shared Resources. All Parties shall have the option to participate in reviewing the bids, proposals, or quotes being considered for a potential purchase which shall be a Shared Resource. This includes but is not limited to negotiating and in selecting the vendor.

4.03 Non-Shared Resources. The Parties acknowledge that each Party will enter into separate purchase agreements from time to time relating to the purchase by each Party of goods and services within each Party's respective municipality and constituting Non-Shared Resources of the Southeast Collaboration.

4.04 Invoices from the Selected Vendors. The Cities understand and acknowledge that vendors will be sending invoices with respect to the Shared Resources to one or more Parties. Each City agrees to deliver copies of each invoice received the other Parties not later than three (3) business days following receipt of such invoice, together with any documentation received by said City from the vendors, as applicable, supporting such invoice. Each City shall timely pay all invoices to vendors and the other Parties shall reimburse the City for their portion of Shared Costs in the percentage set forth in Section 8.01 within thirty (30) days following receipt by each City of: (i) an invoice from another City requesting payment by the City of each City's portion of the Shared Costs reflected on such invoice; and (ii) evidence of the payment by the City of such invoice to the vendor, as applicable.

4.05 Disputed Invoices. If a City disputes any amount appearing on an invoice from a vendor, the City disputing the invoice shall provide a written notice to the other Cities and the vendor, not later than ten (10) business days following receipt of the invoice, identifying the amount(s) disputed and the basis for the dispute. A City disputing an amount on an invoice shall pay any undisputed amount as required by Section 4.04 above in accordance with the due date for such amount. If any amount that is disputed by a City shall, in fact, be determined to be due, the City disputing the amount shall be solely responsible for also paying any late fees and interest accrued on delinquent payments which amounts said City shall pay directly to the applicable vendor.

**ARTICLE V.
ACCESS AND USE OF RESOURCES**

5.01 Use of Shared Resources. Each City agrees to cooperate with the Governance Board, vendors, and the other Cities to ensure the Southeast Collaboration and each City can perform their duties

under this Agreement. This includes facilitating access and use, as necessary to Shared Resources or locations within each City's jurisdiction or control for purposes of fulfilling this Agreement.

5.02 Further Guidelines Regarding Access and Use of Resources. The Governance Board shall establish operating procedures and guidelines for the Southeast Collaboration further detailing the access and use of Shared Resources, Non-Shared Resources, facilities, and other issues related to the Southeast Collaboration.

ARTICLE VI ADMINISTRATION AND OPERATION OF THE SOUTHEAST COLLABORATION

6.01 Governance Board. A Governance Board shall be established for the purpose of administering and operating the Southeast Collaboration. Operating procedures and administrative development of the Southeast Collaboration shall be the responsibility of the Governance Board. The Governance Board shall be comprised of the Designated Program Manager, each respective City Manager of each City, and one (1) representative from each City, appointed by the respective City Manager of each City (hereinafter the "Governance Board"). The representatives appointed by the respective City Managers of each City shall serve as members on the Governance Board until such representative resigns in writing or is removed or replaced by the City Manager or the governing body of the City that appointed such representative. All members of the Governance Board shall serve at the pleasure of the City appointing such member and may be removed from the Governance Board with or without cause, or at any time by action of the City Manager or the governing body of the City appointing such member.

6.02 Adoption of Bylaws and Rules of the Governance Board. Subject to Section 6.03(i) below, the Governance Board shall adopt bylaws and rules governing its meetings and the conduct of business by the Governance Board no later than **December 31, 2021**.

6.03 Authority of the Governance Board. The Governance Board shall be authorized to:

- (i) Adopt bylaws and rules governing the meetings of the Governance Board and the conduct of business by the Governance Board subject to the following:
 - (1) a quorum of the Governance Board for the purpose of holding meetings and the transaction of business, including voting on any matters considered by the Governance Board, shall be five (5) members;
 - (2) the approval of any matter considered by the Governance Board shall require the affirmative vote of the majority of members present.
 - (3) no meeting of the Governance Board shall be held unless all members of the Governance Board have been given at least five (5) calendar days prior written notice of the time and date of such meeting; and
 - (4) the bylaws and rules of the Governance Board shall provide that members of the Governance Board shall serve at the pleasure of the City appointing such members to the Governance Board and may be removed from the Governance Board with or without cause at any time by action of the City Manager or the governing body of the City appointing such members.

(ii) Adopt operating guidelines regarding the Southeast Collaboration, the acquisition of goods and services for the Southeast Collaboration, the management and use of staff for the Southeast Collaboration, and the maintenance and repair of the Shared Resources of the Southeast Collaboration;

(iii) Prepare and recommend an annual budget to the Parties on or before April 1 of each year relating to the operation of the Southeast Collaboration for the next fiscal year;

(iv) Make decisions regarding the operation and administration of the Southeast Collaboration that do not require public funding and make recommendations to the respective Parties' governmental bodies of changes, upgrades, expenditures, staffing, services and other additional items of the Southeast Collaboration that require public funding. Payment of public funds pursuant to the terms and obligations of this Agreement must be approved by the governing bodies or their designees of each of the Parties as required by their respective City Charters and ordinances; and

(v) Perform such other tasks and duties as the governing bodies of the Cities may from time to time mutually agree shall be performed by the Governance Board.

(vi) All actions and recommendations by the Governance Board must be compatible with the missions and purposes of the Southeast Collaboration and may not violate any of the terms of this Agreement or the Dallas County ILA.

6.04 Southeast Collaboration Advisory Board. There shall be established an advisory board comprised of a group of persons with knowledge, experience, expertise, or other unique qualifications related to the goals of the Southeast Collaboration, selected to advise the Governance Board (hereinafter "Advisory Board"). The Southeast Collaboration Advisory Board shall consist of two (2) representatives from each City, appointed by the respective City Managers of each City. All members representing the Parties and Cities on the Advisory Board shall serve on the Advisory Board until such member resigns in writing or is removed or replaced by the City Manager or the governing body of the City that appointed such representative. All members of the Advisory Board shall serve at the pleasure of the City appointing such member and may be removed from the Advisory Board with or without cause at any time by action of the City Manager or the governing body of the City appointing such member.

6.05 Authority of the Southeast Collaboration Advisory Board. The Advisory Board shall be authorized to:

(i) Adopt bylaw and rules governing the meetings of the Advisory Board subject to the following:

(1) a quorum of the Advisory Board for the purpose of holding meetings and the transaction of business including voting on any matters considered by the Advisory Board shall be four (4) voting members;

(2) the approval of any matter considered by the Advisory Board shall require the affirmative vote of a majority of members present.

(3) all matters receiving a majority vote of members of the Advisory Board and all matters resulting in a tie vote by the members of the Advisory Board shall be presented to the Governance Board for review and consideration provided, however, the

Governance Board shall be advised of whether the matter was approved or resulted in a tie vote by the Advisory Board; and

(4) the bylaws and rules of the Advisory Board shall provide that members of the Advisory Board shall serve at the pleasure of the City appointing such members to the Advisory Board and may be removed from the Advisory Board with or without cause at any time by action of the City Manager or the governing body of the City appointing such members.

(ii) Make recommendations to the Governance Board regarding the operation of the Southeast Collaboration;

(iii) Make recommendations to the Governance Board regarding the adoption or amendment of procedures relating to the operations of the Southeast Collaboration;

(iv) Make recommendations to the Governance Board regarding purchases, services, and maintenance, repair, and upgrades of the Shared Resources of the Southeast Collaboration; and

(v) Perform such other tasks as may from time to time be assigned by the Governance Board.

6.06 Limitations on Southeast Collaboration Advisory Board. Recommendations by the Advisory Board shall not be effective unless and until approved by the Governance Board. All recommendations by the Advisory Board and approved by the Governance Board must be compatible with the missions and purposes of the Southeast Collaboration and may not violate any of the terms of this Agreement or the Dallas County ILA.

6.07 Right to Access and Use Southeast Collaboration. Each City shall have the right to access and use the Shared Resources of the Southeast Collaboration in accordance with this Agreement and the procedures established by the Governance Board provided such City is not in Default of this Agreement. At no time shall the Governance Board be authorized to adopt any rule or procedure that conflicts with the terms or conditions of this Agreement, or prevents, hinders, obstructs, impedes, or inhibits a City from accessing or using the Southeast Collaboration as long as the City is not in Default of this Agreement.

6.08 Daily Operation of Southeast Collaboration. The City of Mesquite and the Designated Program Manager shall oversee the day-to day operation and management of the Staff and Southeast Collaboration. General operating procedures and guidelines for operation and management issues shall be provided and approved by the Governing Board. The Governing Board shall make all decisions regarding matters that are not day to day operation/management and are not covered in the general operating procedures and guidelines.

6.09 Employment and/or Contracting of Staff for Southeast Collaboration. Mesquite agrees to, and shall make available one (1) Designated Program Manager and two (2) Responders for the Southwest Collaboration's use (collectively referred to hereafter as the "Staff"). The Parties further agree to communicate with each other regarding issues of work performance and to resolve such issues by mutual agreement. The City of Mesquite shall in its sole discretion hire, select, contract, retain, and/or employ the Staff to be assigned to the Southeast Collaboration. The job descriptions, benefits, salary, and all other terms of employment for the Staff are attached as **Exhibit A** and hereby incorporated into this Agreement.

6.10 Additional Participants. The Cities reserve the right to seek additional participants from other local governments and political subdivisions of the State of Texas provided, however, no local government or political subdivision may participate in the Southeast Collaboration unless: (i) such local government or political subdivision has executed and delivered an approved agreement to the Cities; (ii) the participation in the Southeast Collaboration by such local government or political subdivision and the agreement executed by such local government and political subdivision has been approved by the Governance Board and the City Councils of Mesquite, Balch Springs, Seagoville, and Sunnyvale and (iii) this Agreement is amended accordingly.

6.11 Compliance with Dallas ILA. The Parties acknowledge that a portion of the funding for the Southeast Collaboration is from the Dallas ILA grant. As such, the Parties agree that all terms and conditions of this Agreement shall comply with the Dallas ILA.

ARTICLE VII. OWNERSHIP INTERESTS OF THE PARTIES

7.01 Shared Resources. Shared Resources shall be jointly owned by the Parties in the following undivided interests:

Mesquite: 25% undivided interest;
Balch Springs: 25% undivided interest;
Seagoville: 25% undivided interest; and
Sunnyvale: 25% undivided interest.

Nothing herein shall be construed as: (i) granting a Party any interest in real property owned by another Party merely because a portion of the Southeast Collaboration Shared Property is located on or attached to the real property of a Party; or (ii) granting a Party an ownership interest in personal property paid entirely for and owned by another Party merely because said personal property is utilized for purposes of the Southeast Collaboration or the cost for operation, maintenance, or repair of the personal property constitutes a Shared Cost.

7.02 Non-Shared Resources. Each Non-Shared Resource shall be owned 100% by the Party paying for the purchase of such Non-Shared Resource

7.03 Payment of Non-Shared Costs in Connection with Non-Shared Resources. Each Party incurring costs with respect to Non-Shared Resources has the sole responsibility to make payment to vendors providing goods, services, or facilities relating to the purchase of such Party's respective Non-Shared Resources. Each Party agrees to pay their own such Non-Shared Costs in a timely manner directly to the vendors with whom such Party contracts to provide such goods, services, or facilities. In no event shall a Party be held liable for debts incurred by any other Party in connection with any Non-Shared Costs owed by any other Party or as a result of expenditures made pursuant to or in furtherance of this Agreement.

ARTICLE VIII. COSTS

8.01 Division of Shared Costs. The Parties agree that the Shared Costs of the Southeast Collaboration shall be allocated as follows for the Initial Term:

Mesquite: 25%;
Balch Springs: 25%;
Seagoville: 25%; and
Sunnyvale: 25%

The Parties agree that the Shared Costs of the Southeast Collaboration for Renewal Terms shall be shared using a formula based on the percentage of usage of services by each City in the preceding calendar year. For purposes of this Article 8, the term "Services" are defined as the total of all responses, follow-up services, and/or homeless consults provided, as measured using official Southeast Collaboration records and reports.

8.02 Approval of Shared Costs. The Governance Board, after taking into consideration any recommendation of the Advisory Board, will adopt operating procedures guidelines governing the operation of Southeast Collaboration, including but not limited to the maintenance of the Shared Resources. All costs and expenses incurred to operate the Southeast Collaboration and to maintain, repair, and upgrade the Shared Resources shall be subject to review and approval of the Governance Board and as required, subject to the prior approval of the governing bodies of the Parties or their designees.

8.03 Payment of Shared Costs in Connection with the Operation of the Southeast Collaboration. Shared Costs shall be paid in accordance with Section 4.04 of this Agreement. Each Party agrees to pay any other Shared Costs in connection with the operation of the Southeast Collaboration which have been approved in accordance with the terms of this Agreement within thirty (30) days after being presented with an invoice by another other Party evidencing such other Party's payment of such invoice and sufficiently describing such Shared Costs. In the event the Parties submit any Shared Costs for reimbursement under the Dallas ILA grant, any reimbursement received shall be shared in the same allocation as specified in section 8.01 above.

8.04 Costs of Non-Shared Resources. All costs and expenses relating to the Non-Shared Resources shall be borne entirely by the Party that owns the Non-Shared Resource.

8.05 Costs for Employment of Southeast Collaboration Staff. The Parties agree that the costs associated with employment of the Southeast Collaboration Staff of the for the Initial Term shall be shared between the Cities in the following percentages for the Initial Term:

Mesquite: 25%;
Balch Springs: 25%;
Seagoville: 25%; and
Sunnyvale: 25%

The Parties agree that the costs associated with employment of the Southeast Collaboration Staff for Renewal Terms shall be shared using a formula based on the percentage of usage of Services by each City in the preceding calendar year.

For purposes of this section 8.05, the term "Costs" includes but are not limited: benefits, salary, overtime, contract fee, training, equipment, uniforms, vehicles, services, or other expenses reasonably relating to employing the Southeast Collaboration Staff and providing the necessary tools and training to perform their jobs. Payment and Approval of Costs shall

be in accordance with sections 8.02 and 8.03 of this Agreement. In the event the Parties submit any Shared Costs for reimbursement under the Dallas ILA grant, any reimbursement received shall be shared in the same allocation as specified in section 8.01 above.

8.06 Insurance on the Shared Resources. In the event of any casualty or other damage or loss to the Shared Resources, each Party shall be solely responsible for and shall pay all costs and expenses of repairing and replacing all Shared Resources located within each Party's respective jurisdiction. Prior to the date the risk of loss on the Shared Resources is transferred to the Parties, each Party shall secure replacement cost "broad form" or "special form" property insurance insuring the Shared Resources in such Party's jurisdiction or self-insure the Shared Resources located within each Party's jurisdiction against damage and loss. Such insurance shall identify the other Party as a joint loss payee with respect to the Shared Resources. If this insurance provision is satisfied through a program of self-insurance, the execution of this Agreement shall constitute the agreement by each self-insuring Party that such Party will repair or replace the Shared Resources located within its jurisdiction at its sole cost and expense in the event of any damage or loss to the Shared Resources within its jurisdiction.

8.07 Insurance on Non-Shared Resources. In the event of any casualty or other damage or loss to the Non-Shared Resources, each Party shall be solely responsible for and shall pay all costs and expenses of repairing and replacing all Non-Shared Resources owned by such Party. Prior to the date risk of loss to the Non-Shared Resources is transferred to each Party respectively, each Party shall secure replacement cost "broad form" or "special form" property insurance insuring the Non-Shared Resources owned by such Party or self-insure the Non-Shared Resources owned by such Party against damage and loss. If this insurance provision is satisfied through a program of self-insurance, the execution of this Agreement shall constitute the agreement by each self-insuring Party that such Party will repair or replace the Non-Shared Resources owned by such Party at its sole cost and expense in the event of any damage or loss to the Non-Shared Resources owned by such Party. Notwithstanding any other provision within this Agreement to the contrary, in the event of any casualty or other damage or loss to the Non-Shared Resources, the Party owning such Non-Shared Resources is under no obligation to repair or replace the Non-Shared Resources where the failure to repair or replace such Non-Shared Resources does not adversely affect the quality, efficiency, cost, or use of the Southeast Collaboration.

8.08 Right to Audit. Each Party agrees that representatives of the other Parties shall have access to and the right to review, audit, examine, and copy any and all documents related to all expenditures made by the other Parties in connection with the Shared Resources of the Southeast Collaboration. All such audits shall occur after reasonable notice and during normal business hours at the offices of the Party whose records are being audited. The cost of the audit shall be borne by the Party conducting the audit. The provisions of this Section 8.10 shall expressly survive the expiration or termination of this Agreement.

ARTICLE IX. ACQUISITION/DISPOSITION OF RESOURCES OF THE SOUTHEAST COLLABORATION

Shared Resources of the Southeast Collaboration acquired under this Agreement by each Party must be acquired and disposed of in accordance with applicable law and the Parties' respective City Charters. Each Party's undivided interest in the Shared Resources may not be assigned, transferred, sold, or otherwise disposed of without the prior written consent of the other Party, such consent to be within the sole discretion of the consenting Party.

Any sale of a Party's undivided interest in the Shared Resources shall be subject to this Agreement and the written agreement by the purchaser of such interest to assume and agree to perform all of the terms, provisions, and obligations to be performed by the selling Party under the terms of this Agreement. In the event of the collective sale of all Parties' undivided interests in the Shared Resources (which sale shall require the consent of all Parties), the proceeds of the sale (after deducting reasonable expenses agreed to by the Parties incurred in connection with the sale) shall be divided equally among the Parties. Each Party paying for assets to be acquired or making any type of payment pursuant to this Agreement shall make such payments from current funds legally available to that respective Party. The provisions of this Article IX shall expressly survive the expiration or termination of this Agreement.

ARTICLE X. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XI. ASSIGNMENT

Neither Party shall assign, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Parties, which consent may be withheld in the sole discretion of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

ARTICLE XII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Mesquite, Balch Springs, Seagoville, and Sunnyvale and supersedes all prior negotiations, representations or agreements, either written or oral with regard to the subject matter hereof. This Agreement may be amended and modified only by written instrument signed by all Parties. There are no oral agreements between the Parties.

ARTICLE XIII. NOTICES

All notices required or permitted to be given to any Party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other

Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

CITY OF MESQUITE: Mesquite City Manager
1515 N. Galloway
Mesquite, Texas 75149

With copy to:
Mesquite City Attorney
P.O. Box 850137
Mesquite, TX 75185-0137

CITY OF BALCH SPRINGS: Balch Springs City Manager
13503 Alexander Road
Balch Springs, Texas 75181

CITY OF SEAGOVILLE: Seagoville City Manager
702 North Highway 175
Seagoville, Texas 75159

TOWN OF SUNNYVALE: Sunnyvale Town Manager
127 Collins Road
Sunnyvale, Texas 75182

**ARTICLE XIV.
AUTHORITY TO SIGN AND
CITY COUNCIL AUTHORIZATION**

The undersigned officer or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Mesquite, Balch Springs, Seagoville, and Sunnyvale are executing this Agreement pursuant to duly authorized action of their respective City Councils.

**ARTICLE XV.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, unenforceable or contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the validity, enforceability or legality of any of the remaining portions of the Agreement and the remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, unenforceable or illegal provision had never been included in the Agreement.

ARTICLE XVI.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Dallas County, Texas, and, if legal action is necessary, exclusive venue shall lie in state courts of competent subject matter jurisdiction in Dallas County, Texas.

ARTICLE XVII. INTERPRETATION OF AGREEMENT

This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the terms and provisions of this Agreement shall not be construed more favorably for or strictly against any Party.

ARTICLE XVIII. DEFAULT AND REMEDIES LIMITATION ON LIABILITY

18.01 Default. A Party shall be in default of this Agreement if such Party fails to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and such failure continues for ninety (90) days after written notice by the non-defaulting Party to the defaulting Party (a "Default").

18.02 Remedies. The Parties shall have the right to enforce the provisions of Section 5 of this Agreement by injunction and/or specific performance. Additionally, upon the occurrence of a Default, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the defaulting Party and shall further have the right to exercise any rights and remedies available to such Party at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas.

18.03 Effect of Termination of this Agreement Pursuant to Section 18.02. In the event either Party terminates this Agreement pursuant to Section 18.02 above, the following provisions shall apply:

(i) The defaulting Party shall not be entitled to reimbursement from the non-defaulting Party for expenditures related to the Southeast Collaboration paid by the defaulting Party prior to the date of termination; provided, however, the defaulting Party shall continue to own its undivided 25% interest in the Shared Resources and shall continue to be entitled to its proportionate share of the net proceeds from the sale of any Shared Resources as more fully set forth in Article IX of this Agreement;

(ii) The defaulting Party shall continue to be responsible for all financial obligations related to its share of Shared Costs incurred or accrued prior to the date of the termination;

(iii) The defaulting Party shall, within thirty (30) days after written demand by the non-defaulting Parties, reimburse the non-defaulting Parties for reasonable costs associated with the reconfiguring of the Southeast Collaboration that are necessary for the non-defaulting Parties to continue the Southeast Collaboration;

(iv) All Non-Shared Resources of the Southeast Collaboration shall continue to be owned 100% by the Party that purchased such Non-Shared Resource;

(v) The non-defaulting Party shall have the right after termination of this Agreement to continue to access, use, maintain, repair and upgrade the Shared Resources (but not the Non-Shared Resources) of the Southeast Collaboration located on property owned or leased by the defaulting Party without compensation to or interference by the defaulting Party.

18.04 Remedies Cumulative. The Parties' rights and remedies under this Agreement are cumulative and are not exclusive of any other right or remedy provided by law. Each right and remedy of the Parties provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas.

18.05 Limitation on Liability. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed by the Parties that no Party shall be held liable for the acts or omissions of another Party or for the acts or omissions of another Party's agents, representatives or employees in the performance of this Agreement.

18.06 Survival. All provisions of this Article XVIII shall expressly survive the expiration or termination of this Agreement.

ARTICLE XIX. WAIVER

No covenant or condition of this Agreement may be waived without the express written consent of the waiving Party. No failure by any Party to insist upon the strict or timely performance of any covenant, duty, agreement, term or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term or condition. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way impair such right or constitute a waiver of such right or a waiver of any breach theretofore or thereafter occurring.

ARTICLE XX. SUCCESSORS AND ASSIGNS

Each Party binds itself and its successors and assigns to the other Party to this contract. References in this Agreement to Mesquite, Balch Springs, Seagoville, and Sunnyvale whether individually or collectively, includes the successors and assigns of each of the respective Parties.

ARTICLE XXI. GOVERNMENTAL FUNCTION

The provision the work and services described herein are essential to the public health and safety of the citizens of all Parties and are governmental functions and services pursuant to the Act that each Party is authorized to perform individually. Each Party agrees that all monetary obligations of each Party under the terms of this Agreement shall be made only from current revenues or other lawful funds appropriated and available for the performance of such obligations.

ARTICLE XXII.

**NO PARTNERSHIP, JOINT VENTURE, AGENCY
OR EMPLOYER/EMPLOYEE RELATIONSHIP**

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership, joint venture, joint enterprise, agency or employer/employee relationship between the Parties.

**ARTICLE XXIII.
HEADINGS**

The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions of this Agreement.

**ARTICLE XXIV.
DUPLICATE ORIGINAL DOCUMENTS**

This Agreement may be executed in any number of original, facsimile or electronically-scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. A digital or electronic signature shall be considered an original signature for all purposes.

**ARTICLE XXV.
TIME IS OF THE ESSENCE**


The Parties agree that time is of the essence in the performance of this Agreement.

**ARTICLE XXVI.
ACCEPTANCE**

By their signatures below, the duly authorized representatives of the Cities accept the terms of this Agreement in full.

(Remainder of page intentionally left blank. Signatures on following page.)

CITY OF MESQUITE

By: 
Cliff Keheley, City Manager

ATTEST:
By: 
Sonja Land, City Secretary

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

By: 
Assistant City Attorney

CITY OF SEAGOVILLE

By: _____
_____, City Manager

ATTEST:
By: _____
_____, City Secretary

APPROVED AS TO FORM:
_____ City Attorney

By: _____
Assistant City Attorney

CITY OF BALCH SPRINGS

By: _____
_____, City Manager

ATTEST:
By: _____
_____, City Secretary

APPROVED AS TO FORM:
_____ City Attorney

By: _____
Assistant City Attorney

TOWN OF SUNNYVALE

By: _____
_____, City Manager

ATTEST:
By: _____
_____, City Secretary

APPROVED AS TO FORM:
_____ City Attorney

By: _____
Assistant City Attorney

CITY OF MESQUITE

By: _____
Cliff Keheley, City Manager

ATTEST:

By: _____
Sonja Land, City Secretary

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

By: _____
Assistant City Attorney

CITY OF SEAGOVILLE

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Secretary

APPROVED AS TO FORM:
_____, City Attorney

By: _____
Assistant City Attorney

CITY OF BALCH SPRINGS

By: Susan Cluse
Balch Springs, City Manager

ATTEST:

By: Wendy Green
Wendy Green, City Secretary

APPROVED AS TO FORM:
_____, City Attorney

By: _____
Assistant City Attorney

TOWN OF SUNNYVALE

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Secretary

APPROVED AS TO FORM:
_____, City Attorney

By: _____
Assistant City Attorney

CITY OF MESQUITE

By: _____
Cliff Keheley, City Manager

ATTEST:

By: _____
Sonja Land, City Secretary

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

By: _____
Assistant City Attorney

CITY OF SEAGOVILLE

By: 
Patricia Blauzy, City Manager

ATTEST:

By: 
Heidi Jackson, City Secretary

APPROVED AS TO FORM:
_____, City Attorney

By: 
Assistant City Attorney

CITY OF BALCH SPRINGS

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Secretary

APPROVED AS TO FORM:
_____, City Attorney

By: _____
Assistant City Attorney

TOWN OF SUNNYVALE

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Secretary

APPROVED AS TO FORM:
_____, City Attorney

By: _____
Assistant City Attorney

CITY OF MESQUITE

By: _____
Cliff Keheley, City Manager

ATTEST:

By: _____
Sonja Land, City Secretary

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

By: _____
Assistant City Attorney

CITY OF SEAGOVILLE

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Secretary

APPROVED AS TO FORM:
_____, City Attorney

By: _____
Assistant City Attorney

CITY OF BALCH SPRINGS

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Secretary

APPROVED AS TO FORM:
_____, City Attorney

By: _____
Assistant City Attorney

TOWN OF SUNNYVALE

By: 
Susan Gauthier, City Manager

ATTEST:

By: 
Rachel Ramsey, City Secretary

APPROVED AS TO FORM:
_____, City Attorney

By: _____
Assistant City Attorney

EXHIBIT "A"

Contract and/or Job Descriptions for Collaboration Staff

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MESQUITE, TEXAS
AND DALLAS COUNTY HOSPITAL DISTRICT
d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM**

This Agreement ("Agreement") is made and entered into on the 1st day of October 2021 by and between the DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM, a political subdivision of the State of Texas, located in Dallas County, Texas, ("PARKLAND") and the CITY OF MESQUITE, a Texas, home-rule municipal corporation, located in Dallas County, Texas ("CITY").

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code 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; and

WHEREAS, PARKLAND and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have entered into this Agreement by action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, PARKLAND provides biomedical on-line supervision pre-hospital emergency medical control services known as the BioTel/EMS System, which is staffed by physicians, paramedics, registered nurses, licensed social workers and clerical staff, and was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, PARKLAND is a participant in Multi-Disciplinary Behavioral Health Response Teams ("MDTs") designed to assist local law enforcement departments to focus more on public safety rather than emergency mental health service delivery; and

WHEREAS, the CITY wishes to form a MDT, for the purpose of having a coordinated approach to persons experiencing behavioral health needs in their region; and

WHEREAS, PARKLAND desires to contract with the CITY and the CITY desires to utilize from PARKLAND the BioTel/EMS System social work and Emergency Medical Technician (EMT)/paramedic support for public safety services; and

WHEREAS, PARKLAND and the CITY agree the compensation contained herein is fair compensation for the services being provided; and

WHEREAS, both PARKLAND and the CITY represent to one another that each respective party has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

NOW THEREFORE, PARKLAND and the CITY hereby enter into this Interlocal Agreement in consideration of the aforementioned recitals, and for the mutual considerations stated herein:

I.
DESCRIPTION OF SERVICES

1. For the consideration hereinafter agreed to be paid to PARKLAND by the CITY, PARKLAND shall provide EMT/paramedic (1.0 Full Time Employee) and licensed clinical social work (LCSW) (1.0 Full Time Employee) services for the CITY's MDT hereinafter called the "Services."

2. The Services are to be performed and to conform to the Scope of Services attached hereto as **Exhibit A** and fully incorporated herein for all purposes.

3. PARKLAND and its employees, agents, subcontractors, or associates shall perform all of the services under this Agreement. PARKLAND represents and warrants that all work performed under this Agreement shall be performed in a professional manner by individuals competent to perform the tasks undertaken and the completed work shall comply in all respects with the requirements of this Agreement. In providing services under this Agreement, PARKLAND and its employees, agents, subcontractors, or associates will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

II.
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

1. Except as is permitted by applicable law and to satisfy the requirements of this Agreement, PARKLAND agrees that it will not use or disclose the CITY's protected health information (PHI) for any purpose. However, the parties agree that PARKLAND will receive PHI from the CITY for treatment purposes as described in this Agreement and that such PHI will no longer be considered the CITY's PHI once it has been received by PARKLAND for these treatment purposes. After receipt by PARKLAND, the PHI received by PARKLAND belongs to PARKLAND.

2. As this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including but not limited to the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining

to medical privacy (collectively, "Privacy Laws"), the parties agree to comply with all Privacy Laws that are applicable to this Agreement and to execute the Business Associate Addendum attached to this Agreement.

III. COORDINATION

1. All Services under this Agreement shall be coordinated under and performed in accordance with the Agreement and the Scope of Services to the reasonable satisfaction of the Director of Neighborhood Services of the CITY, or his/her designated representative, hereinafter called "Director." The Director shall have authority to approve payment for Services that have been properly provided in accordance with the terms of this Agreement. If at any time PARKLAND fails to properly furnish all or a portion of the Services called for by this Agreement, the CITY is authorized to withhold payment of funds associated with the Services not properly performed hereunder until any deficiency has been, if possible, cured. It is further agreed between PARKLAND and the CITY that should any dispute or questions arise respecting the reasonableness of the withheld amount of payment attributable to PARKLAND's failure to fully perform, the parties agree to meet and make a good faith effort to resolve the dispute. Prior to the CITY exercising any payment withholding under this provision, the CITY must provide PARKLAND with notice of any deficiencies and provide PARKLAND ten (10) business days to remedy any deficiencies. The CITY will release any withheld funds associated with the Services not properly performed once the deficiencies are remedied.

IV. PAYMENT

Total payments by the CITY during the Agreement Term shall not exceed One hundred seventy-six thousand eighty-nine and 00/100 dollars (\$176,089.00). Payment by the CITY shall be made upon City Council approval and execution of this Agreement by the City.

Payment by the CITY for each Renewal Term shall be due October 1st of each fiscal year the applicable Renewal Term covers. The payment amount for each Renewal Term shall be agreed to in writing by the parties prior to commencement of each Renewal Term, subject to annual appropriation of funds and approval by the City Council of Mesquite if applicable.

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.

V.
TERM

The term of this Agreement shall commence on October 1, 2021, and terminate on September 30, 2022 ("Term"), unless sooner terminated in accordance with the provisions of this Agreement. This Agreement may be renewed for successive twelve (12) month periods ("Renewal Term(s)") upon the same terms and conditions as set forth in this Agreement by mutual written agreement of the parties, subject to annual appropriation of funds. Any changes in consideration during subsequent renewal periods must be agreed to in writing and signed by both parties.

VI.
INDEPENDENT CONTRACTOR

PARKLAND's status and the status of all social workers and EMTs/paramedics performing work related to this Agreement shall be that of an Independent Contractor and not any of the following: an agent; servant; employee; member of CITY's workforce; or representative of the CITY in the performance of these Services. No term or provision of this Agreement or act of PARKLAND or the CITY under this Agreement shall be construed as changing that status. PARKLAND shall ensure all employees, agents, subcontractors and associates used to provide services under this Agreement are in full compliance with all terms of this Agreement. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the CITY.

VII.
INDEMNIFICATION

1. PARKLAND, TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY SUITS, ACTIONS OR CLAIMS WHATSOEVER THAT MIGHT ARISE ON ACCOUNT OF ANY INJURY OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY AS A RESULT OF PARKLAND'S CONDUCT OF ANY ACTIVITY OR OPERATION IN CONNECTION WITH PARKLAND'S USE OF THE BIOTEL/EMS SYSTEM. TO THE EXTENT PERMITTED BY LAW, PARKLAND SHALL PAY ANY JUDGMENT, TOGETHER WITH COSTS, WHICH MAY BE OBTAINED AGAINST THE CITY, OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES AS A RESULT OF SUCH INJURY OR DAMAGE.

2. The CITY shall give PARKLAND prompt notice of any matter covered by Subsection VII.1 above, and shall forward to PARKLAND every demand, notice, summons or process received in any claim or legal proceeding covered by Subsection VII.1 above.

3. PARKLAND shall not be obligated to indemnify, defend or hold harmless the CITY or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the sole negligence of the CITY, its officers, agents or employees. In the event of joint and concurrent negligence of PARKLAND and the CITY, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

4. The CITY, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless PARKLAND and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of the CITY's conduct of any activity or operation in connection with the CITY's use of the BioTel/EMS System. To the extent permitted by law, the CITY shall pay any judgment, together with costs, which may be obtained against PARKLAND, or any of its officers, agents or employees as a result of such injury or damage.

5. PARKLAND shall give the CITY prompt notice of any matter covered by Subsection VII.4 above, and shall forward to the CITY every demand, notice, summons or process received in any claim or legal proceeding covered by Subsection VIII.4 above.

6. The CITY shall not be obligated to indemnify, defend or hold harmless PARKLAND or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of PARKLAND, its officers, agents or employees. In the event of joint and concurrent negligence of the CITY and PARKLAND, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7. No part of this Agreement shall be interpreted to constitute a waiver of any defense of the parties available to the CITY or PARKLAND under the immunities or limits of liability granted to PARKLAND or the CITY under the Texas Torts Claim Act, Title 5 of Texas Civil Practice and Remedies Code, and all applicable federal and state law.

8. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VIII. TERMINATION

1. The CITY may, for convenience, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty

(180) days prior written notice thereof to PARKLAND, with the understanding that all Services being terminated shall cease upon the date specified in such notice. The CITY shall compensate PARKLAND in accordance with the terms of this Agreement for the Services properly performed prior to the date specified in such notice, following inspection and acceptance of same by the CITY's Director. PARKLAND shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

2. PARKLAND may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice.

IX. NOTICES

All notices, communications and reports under this Agreement shall be mailed or delivered to the respective parties as follows:

To: PARKLAND
Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd.
Dallas, Texas 75235
Attention: EVP & Chief Nursing Officer

With copy to: Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd.
Dallas, Texas 75235
Attention: General Counsel, Legal Affairs

To: CITY
The City of Mesquite, Texas
1515 North Galloway Avenue
Mesquite, Texas 75185
Attention: Director of Neighborhood Services

X. MISCELLANEOUS

1. This Agreement is entered into subject to the Charter and ordinances of the CITY, as amended, and applicable Texas State and Federal laws. The provisions of this Agreement shall

be construed in accordance with the laws and court decisions of the State of Texas; and exclusive venue for any litigation that may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

2. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision has never been contained in this Agreement.

3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4. This Agreement can be revised at any time by written amendment(s) to this Agreement and signed by both parties. No oral modifications can be made to this Agreement.

5. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

6. Any liabilities or obligations of a party for acts or omissions prior to the cancellation or termination of this Agreement, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

7. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement.

8. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

(Remainder of this page intentionally left blank – Signatures on following page.)

IN WITNESS WHEREOF, CITY and PARKLAND hereby execute this Agreement.

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

By: Richard J. Humphrey

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: 08-09-2021

The City of Mesquite, Texas

By: Cliff Keheley

Name: Cliff Keheley

Title: City Manager

Date: 8-18-21

ATTEST:

By: Sonja Land
Sonja Land, City Secretary

APPROVED AS TO FORM:

David L. Paschall

By: David L. Paschall
Assistant City Attorney

EXHIBIT A

Scope of Services for Public Safety Licensed Clinical Social Work Services

Background

Southeast Collaboration Crisis Intervention Team provides a multidisciplinary team capable of immediate mobilization and response 8 hours per day Monday through Friday. The team is comprised of distinct but integrated components. These include a licensed clinical social worker (LCSW) and emergency medical services. Collectively, these components emphasize a coordinated approach to persons experiencing a behavioral health needs, persons identified through 911 use or persons referred by community stake holders as utilizing emergency service to meet basic physical health, behavioral health or self-care needs who require resource connection.

The overarching goal of the Southeast Collaboration Crisis Intervention Team is the improvement of citizen's overall health and well-being, the decrease in over-utilization of scarce EMS and law enforcement resources for lower acuity, non-medical or criminal justice needs, the connection of citizens to the appropriate level of physical health and psychiatric care and the maintenance of their overall wellbeing through the coordination and connection to ongoing service providers. By utilizing a partnership between an LCSW and emergency medical services, Southeast Collaboration Crisis Intervention Team increases the ability of law enforcement and EMS to focus on providing acute medical services and addressing community safety needs while providing an avenue for first responders to refer citizens for more intensive evaluation and service coordination. Southeast Collaboration Crisis Intervention Team will ensure continuity of care following intervention in the community, hospital transport or emergency detention, and provide prevention and intervention services. The Southeast Collaboration Crisis Intervention Team is a referral based, follow up, and homeless outreach program and is not intended to serve as a primary response team to emergency 911 calls for behavioral health, mental health or emergency medical services.

1. Staffing

- A. 1 full time (1.0 FTE) Licensed Clinical Social Worker (LCSW) employed by Parkland will provide coverage Monday through Friday from 8:00 AM- 4:30 PM to the Southeast Collaboration Crisis Intervention Team.
 - a. If additional hours of coverage are needed then the option of PRN BioTel LCSWs can be utilized if available at an additional cost per hour at the Parkland overtime rate.
- B. 1 full time (1.0 FTE) emergency medical technician (EMT)/paramedic employed by Parkland will provide coverage Monday through Friday from 8:00 AM- 4:30 PM to the Southeast Collaboration Crisis Intervention Team.

- a. If additional hours of coverage are needed then the option of PRN BioTel paramedics can be utilized if available at an additional cost per hour at the Parkland overtime rate.
- C. Any changes to the schedule will need to be discussed and agreed upon with BioTel Medical Direction leadership team.
- D. LCSW and EMT/paramedic will wear black scrubs pants and a black scrub top that identify them by first name and their credentials.

3.) Roles and Responsibilities

A. LCSW

- a. The LCSW is the behavioral health expert on the Southeast Collaboration Crisis Intervention Team.
- b. The LCSW is responsible for assessment of citizens with behavioral health needs, understanding signs and symptoms of DSM V diagnoses, substance intoxication and the recommendation of appropriate community resources for mitigation and management of mental health, behavioral health or social needs.
- c. The LCSW is responsible for maintaining documentation in regards to care plans for identified citizens in the mutually agreed upon care record, Parkland's EPIC EHR system.
- d. The LCSW is also uniquely suited to address issues related to both medical and behavioral health service coordination; social determinants of health, de-escalation and mediation in families and individuals. The LCSW is responsible for knowledge of both medical and behavioral health resources in the community and the ability to successfully connect people with complex needs to those resources.
- e. The LCSW will be directly supervised by BioTel Social Work leadership in conjunction with BioTel Medical Direction leadership team. Any changes or additions to roles and responsibilities will be discussed and approved through BioTel Leadership chain of command.

B. EMT/Paramedic

- a. The EMT/paramedic is the medical expert on the Southeast Collaboration Crisis Intervention Team.
- b. The EMT/paramedic is responsible for the medical evaluation utilizing the BioTel Clinical Practice Guidelines in order to ensure the citizen is medically stable and no underlying medical condition is appearing as a mental health emergency.

- c. The EMT/paramedic is responsible for maintaining documentation in regards to the patient's medical evaluation in the mutually agreed upon care record, Parkland's EPIC EHR system.
- d. The EMT/paramedic will be directly supervised by BioTel Operations manager in conjunction with BioTel Medical Direction leadership team. Any changes or additions to roles and responsibilities will be discussed and approved through BioTel Leadership chain of command.

4.) Additional Services

- A. Periodic meetings, at least quarterly, will be scheduled between Mesquite's Director of Neighborhood Services and Parkland BioTel representatives to assess the program and services provided and recommended improvements.
- B. LCSW can assist with the coordination and development of education related to their area of expertise for City of Mesquite Public Safety workers. This could include education on working with vulnerable or at-risk populations, mental or behavioral health issues, continuum of care issues, cultural sensitivity or other areas identified by the Southeast Collaboration Crisis Intervention Team or city leadership.

**Business Associate Addendum
to
Interlocal Agreement**

This Business Associate Addendum (the "Addendum") to the Interlocal Agreement entered into between the City of Mesquite Texas and Dallas County Hospital District dated October 1, 2021 ("Interlocal Agreement" or "Agreement"), is entered into by and between the City of Mesquite, Texas ("Business Associate") and the Dallas County Hospital District d/b/a Parkland Health & Hospital System, ("Covered Entity").

RECITALS

WHEREAS, this Addendum is made and entered into contemporaneously with the Interlocal Agreement by and between Business Associate and Covered Entity for the provision of public safety LCSW services (the "Services"); and

WHEREAS, under the Interlocal Agreement (the "Agreement"), Business Associate may perform or assist in performing a function or activity on behalf of Covered Entity that involves the Use and/or Disclosure of Protected Health Information (as defined in 45 C.F.R. 160.103 and as may be amended from time to time ("PHI")); and

WHEREAS, the parties desire that the Agreement include certain requirements regarding the Use and/or Disclosure of PHI as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); any and all regulations promulgated thereunder including the standards for privacy of individually identifiable health information at 45 C.F.R. Parts 160 and 164 ("Privacy Rule") and the standards for the security of electronic protected health information at 45 C.F.R. Parts 160, 162, and 164 ("Security Rule") (collectively, the Privacy Rule and the Security Rule are referred to herein as the "HIPAA Rules"); any applicable state law or regulation; and the Health Information Technology for Economic and Clinical Health Act ("HITECH") provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"); and

NOW, THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Terms Used. Terms used, but not otherwise defined, in this Addendum, shall have the same meaning as those terms in the HIPAA Rules.
2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in the Agreement or this Addendum, Business Associate may Use and/or Disclose PHI to perform the functions,

activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such Use and/or Disclosure would not violate the HIPAA Rules if done by Covered Entity. All other Uses or Disclosures not authorized by the Agreement or this Addendum are prohibited.

3. Business Associate agrees to:

3.1. Not Use and/or Disclose PHI other than as permitted or required by the Agreement, this Addendum, or as Required By Law.

3.2. Use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI and to implement and use appropriate safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of PHI and to prevent the Use and/or Disclosure of PHI other than as provided for by the Agreement or this Addendum.

3.3. Report to Covered Entity, through its Privacy Officer, any Use or Disclosure of PHI not provided for by the Agreement or this Addendum within three (3) business days of discovering the unauthorized Use or Disclosure. Additionally, within three (3) business days of discovery, Business Associate agrees to report any potential Breach of unsecured PHI as that term is defined in 45 CFR 164.402 and any successful Security Incident as that term is defined in 45 CFR 164.304. Unsuccessful Security Incidents shall be reported to Covered Entity only upon request. Business Associate shall permit Covered Entity to investigate any report submitted pursuant to this provision and shall allow Covered Entity to examine Business Associate's premises, records, and practices. In the event Covered Entity is required to provide notice to Individuals impacted by a Breach caused by Business Associate or its subcontractors and agents, Business Associate shall reimburse Covered Entity for the reasonable costs relating to the provision of such notice.

3.4. Ensure that all subcontractors and agents to whom it provides PHI received from, or created or received by, Business Associate on behalf of Covered Entity sign a business associate agreement meeting the requirements of 45 CFR 164.504 and agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this Addendum. This shall include, without limitation, ensuring that agents and subcontractors implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI created, received, maintained, stored, or transmitted on behalf of Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its subcontractors and agents as if the acts, failures or omissions were Business Associate's own acts, failures or omissions.

3.5. Provide access (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. 164.524. In the event an Individual submits a request for access directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to provide access to PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.6. Make any amendment(s) (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. 164.526. In the event an Individual submits a request for amendment directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to amend PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.7. Make internal practices, books, and records relating to the Use and Disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a reasonable time and manner as designated by the Secretary, for the purposes of determining compliance with the Privacy Rule and this Addendum. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available under this provision. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Business Associate or Covered Entity by virtue of this Addendum.

3.8. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 as may be amended from time to time, and incorporating exceptions to such accounting designated under the regulation. Accounting of disclosures shall be in accordance with the policies and procedures of the Covered Entity and shall be made within a reasonable time specified by Covered Entity. The first accounting in any 12 month period requested by an Individual shall be provided without charge; a reasonable charge may be made for subsequent accountings if Business Associate informs the Individual in advance of the fee and the Individual is afforded an opportunity to withdraw or modify the request. In addition, to the extent that Business Associate maintains PHI in an electronic health record, Business Associate agrees to account for all disclosures of electronic PHI upon request of an Individual for a period of at least three (3) years prior to the request (but no earlier than the Effective Date of this Addendum. For purposes of this Addendum, the "Effective Date" shall mean the start of the Term as defined in the Interlocal Agreement) as required by HITECH. Such accounting shall be directly to the Individual if requested by the Covered Entity.

3.9. Provide to Covered Entity, in a reasonable time and manner designated by Covered Entity, information collected in accordance with Section 3.8. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

3.10. Ensure that all Uses and Disclosures of PHI are subject to the principle of "minimum necessary," i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request may be Used or Disclosed.

3.11. Mitigate, to the extent practicable, any harmful effect of an unauthorized Use or Disclosure of PHI and any Breach or Security Incident by Business Associate or its subcontractors or agents of which Business Associate becomes aware.

3.12. Provide adequate training to members of its Workforce and to its subcontractors and agents regarding the requirements of the HIPAA Rules, HITECH, and this Addendum.

3.13. Provide Business Associate's policies and procedures for maintaining the confidentiality of records in a Designated Record Set as required by the Privacy Rule and this Addendum to Covered Entity at its request.

3.14. Comply with all applicable federal and state privacy and security requirements.

4. Covered Entity agrees to:

4.1. Provide Business Associate with its notice of privacy practices if a limitation in the notice of privacy practices may affect Business Associate's Use or Disclosure of PHI under the Agreement of this Addendum.

4.2. Provide Business Associate with any changes in, or revocation of, permission by an Individual to the Use and/or Disclosure of PHI, if such changes affect Business Associate's permitted or required Uses and/or Disclosures. Covered Entity will further notify Business Associate of any restriction on the Use and/or Disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522 and any restriction requested by an Individual that Covered Entity is required to comply with in accordance with the provisions of HITECH.

5. Specific Uses and Disclosures Permitted by Business Associate. Except as otherwise limited in the Agreement and this Addendum, Business Associate may:

5.1. Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such Uses and Disclosures are required under state and federal laws, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5.2. Use PHI to provide Data Aggregation services to Business Associate as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

6. LIABILITY LIMITATIONS. ALL PARTIES AGREE TO BE RESPONSIBLE FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT, WITHOUT WAIVING ANY SOVEREIGN IMMUNITY,

GOVERNMENTAL IMMUNITY OR AVAILABLE DEFENSES AVAILABLE TO THE PARTIES UNDER TEXAS LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.

7. Term and Termination.

7.1. Term. This Addendum shall be effective contemporaneously with the Interlocal Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with Section 7.3 below.

7.2. Termination for Cause. Covered Entity may immediately terminate the Interlocal Agreement and this Addendum if Covered Entity determines that Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose, in its sole discretion, to: (i) provide the Business Associate written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within ten (10) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within thirty (30) days from the date of the original notice. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the underlying Interlocal Agreement and this Addendum.

7.3. Effect of Termination.

7.3.1. Except as provided in paragraph 7.3.2 of this Section, upon termination of the Interlocal Agreement or this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity unless otherwise required by law to retain said records. This Section shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Unless otherwise required by law, Business Associate shall retain no copies of the PHI.

7.3.2. In the event that Business Associate determines that return or destruction of the PHI is infeasible or not in compliance with applicable laws, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those

purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Rights to Proprietary Information; Injunctive Relief. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.

9. Miscellaneous.

9.1. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time to comply with the requirements of applicable federal or state laws or regulations governing the Use or Disclosure of Individually Identifiable Health Information.

9.2. Survival. The respective rights and obligations of Business Associate under Section 7 of this Addendum shall survive the termination of the Agreement and this Addendum.

9.3. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and HITECH. The provisions of this Addendum shall prevail over any provisions in the underlying Agreement that may conflict or appear inconsistent with any provision in this Addendum.

9.4. No Third Party Beneficiary. Nothing in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.

9.5. Counterparts; Facsimiles. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

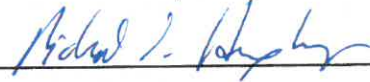
9.6. Supercedure. In the event that any term or provision of any agreement between the parties conflicts with a term or provision of this Addendum, this Addendum shall control.

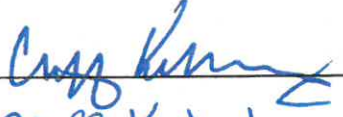
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IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized representatives.

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

Business Associate

By: 

By: 

Name: Richard Humphrey

Name: Cliff Keheley

Title: EVP & Chief Financial Officer

Title: City Manager

Date: 08-09-2021

Date: 8-18-21