

## MEMORANDUM

To: Members of the City Commission

From: Lisa Agnor, City Manager

Date: December 4, 2015

Subject: Approval of the annual Interlocal Agreement with the Marshall-Harrison County Health District

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A copy of the proposed agreement with the Marshall-Harrison County Health District is attached. The 2016 agreement is the same as last year, with the City providing \$53,940.00 in funding for the operating expenses of the Health District to provide health services for the citizens of Marshall. This expenditure has been provided for in the 2016 City of Marshall Budget.

**INTERLOCAL AGREEMENT  
REGARDING  
MARSHALL-HARRISON COUNTY HEALTH DISTRICT**

**THE STATE OF TEXAS §**

**KNOW ALL MEN BY THESE PRESENTS:**

**CITY OF MARSHALL §**

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between CITY OF MARSHALL, TEXAS (hereinafter referred to as the "CITY") and MARSHALL-HARRISON COUNTY HEALTH DISTRICT (hereinafter referred to as the "DISTRICT"). This effective date of this Agreement shall be January 1, 2016 and the Agreement shall terminate on December 31, 2016; and,

WHEREAS, the DISTRICT is a Public Health District established by the CITY and Harrison County (hereinafter sometimes collectively referred to as the "MEMBERS"), pursuant to the Local Public Health Reorganization Act, Tex. Health & Safety Code Ann. § 121.001 et seq. (hereinafter referred to as the "ACT"); and,

WHEREAS, the MEMBERS of the DISTRICT have previously entered into a Cooperative Agreement as required by the ACT; and,

WHEREAS, by the execution of this Agreement, the MEMBERS wish to accomplish certain modifications of the Cooperative Agreement and to address issues relating to functions being carried out for third parties by the DISTRICT, as an independent contractor.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, CITY and DISTRICT agree as follows:

1. The CITY shall continue to provide funding to the DISTRICT, on an annual basis consistent with the budgeted funds available for such purposes. The MEMBERS shall provide such funds as they deem, in their sole discretion, to be necessary and appropriate for carrying out the public health responsibilities of the MEMBERS. The amount of funding to be paid by the City for the year 2016 is \$53,940.00, which shall be paid in monthly installments of \$4,495.00. The funds provided by the MEMBERS shall be used to pay the cost for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance to the extent that such costs are incurred in connection with the provision of public health functions authorized to be carried out by the MEMBERS.

2. Any person employed by the DISTRICT shall be considered an employee of the DISTRICT and shall not be an employee of the CITY. The DISTRICT shall pay all employee benefits and shall obtain workers' compensation insurance coverage, naming the CITY as co-insured.
3. The DISTRICT has the right to sue and be sued and may retain its own legal counsel. The DISTRICT may contract with attorneys who are retained or employed by the CITY, to the extent that such employment does not create a conflict of interest that would require counsel to be disqualified from representing the CITY.
4. The DISTRICT shall have the right, as an independent contractor, to contract with third parties (such as Good Shepherd Medical Center - Marshall) for the provision of health services outside the scope of the services provided by the DISTRICT, on behalf of the MEMBERS. To the extent that the DISTRICT engages in such activities, the DISTRICT shall obtain a contractual agreement with such third parties, limiting the DISTRICT's tort and contractual liability to the consideration paid by the third party, otherwise indemnifying the DISTRICT and the MEMBERS from any and all claims, which may arise out of the services provided to such third parties.
5. As per the Local Public Health Reorganization Act, Tex. Health & Safety Code Ann. § 121.006), the DISTRICT shall have the right to adopt ordinances or rules to charge fees for public health services. As such, the control of such fees will be at the discretion of the DISTRICT and in accordance with State guidelines.
6. The DISTRICT shall maintain the following insurance coverages for the duration of this Agreement:
  - a. Workers' Compensation and Employers Liability Insurance, as required by law;
  - b. Commercial General Liability:
    1. Bodily Injury and Property Damage: \$1,000,000 each occurrence
    2. Combined: \$1,000,000 aggregate
  - c. Public Officials and Employee Liability Insurance: \$500,000 limit of liability
7. The CITY is to be included as additional insured on all liability policies. The DISTRICT shall provide the MEMBERS with a Certificate of Insurance, evidence compliance with the requirements of Paragraph 6. The DISTRICT shall secure insurance with an insurance company that is rated A-5 or better, under the Best's Insurance Rating System.

8. When insurance is provided, Certificates of Insurance are to be issued to the MEMBERS and shall include the following information:
  - a. Name of insurance company providing coverages and policy numbers;
  - b. Type and limits of coverage;
  - c. Policy period (includes effective and expiration dates);
  - d. Statement in Remarks Section of Certificate, if not otherwise provided for on Certificate, that general liability assumed by the insured in contracts with the other party;
  - e. A statement guaranteeing thirty (30) days notice, if policies are cancelled or significantly changed before the expiration date;
  - f. Name, address and telephone number of the insurance agent, broker or company and signature of authorized representative; and,
  - g. Description of operations, locations, vehicles, restrictions, special items and remarks.
  
9. When insurance is provided by the DISTRICT, as described above, the policies shall contain a waiver of subrogation by the insurer in favor of the CITY.
  
10. The DISTRICT may own and acquire real and/or personal property, to the extent permitted by the ACT; however, the MEMBERS shall have the right and privilege to perform and conduct audits of the funds received and disbursed by the DISTRICT.

EXECUTED this \_\_\_ day of \_\_\_\_\_ 2015, at Marshall, Harrison County, Texas.

**CITY OF MARSHALL, TEXAS**

**By:** \_\_\_\_\_  
**Lisa Agnor, City Manager**

**Attest:** \_\_\_\_\_  
**Deborah Manuel, Acting City Secretary**

**MARSHALL-HARRISON COUNTY  
 HEALTH DISTRICT**

**By:** \_\_\_\_\_  
**Russ Collier, Administrator**

THE STATE OF TEXAS §

CITY OF MARSHALL §

BEFORE ME, the undersigned authority, on this day personally appeared **LISA AGNOR**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of **CITY OF MARSHALL, TEXAS**, a political subdivision of the State of Texas, for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(seal)

THE STATE OF TEXAS §

CITY OF MARSHALL §

BEFORE ME, the undersigned authority, on this day personally appeared **RUSS COLLIER**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of **MARSHALL-HARRISON COUNTY HEALTH DISTRICT**, a public health district, for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public in and for the State of Texas

(seal)