

RESOLUTION NO. 15-22

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WELLSPRING INSURANCE AGENCY, INC.; GRANTING AUTHORITY TO THE MAYOR TO EXECUTE SAID RESOLUTION AND AUTHORIZING CITY SECRETARY TO AUTHENTICATE MAYOR'S SIGNATURE TO SAID RESOLUTION, AND AUTHORIZING CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER INSTRUMENTS REQUISITE IN IMPLEMENTING SAID RESOLUTION AND AUTHORIZING CITY SECRETARY TO AUTHENTICATE CITY MANAGER'S SIGNATURE TO THE AGREEMENT AND ANY INSTRUMENTS REQUISITE IN IMPLEMENTING SAID RESOLUTION.

A regular meeting of the City Council of the City of Commerce, Texas, was held in Commerce, Texas, at City Hall, on the 18th day of August 2015, at 6:00 p.m.; a majority of council members being present and constituting a quorum, the following resolution was adopted:

WHEREAS, Wellspring Insurance Agency, Inc., desires to enter into an Agreement with the City of Commerce, for insurance consulting services, has submitted an agreement to said City of Commerce for its consideration, a copy of which is attached hereto marked Exhibit "A" and made a part hereof as if copied herein verbatim;

AND WHEREAS, after careful deliberation by the City Council of the City of Commerce, it is deemed to be in the best interest and general welfare of the City of Commerce, that said agreement be approved;

AND WHEREAS, the agreement marked Exhibit "A" attached hereto and made a part hereof, between Wellspring Insurance Agency, Inc. and the City of Commerce, be approved and accepted and is hereby approved and accepted in all respects.

THEREFORE BE IT RESOLVED, that the Mayor of the City of Commerce, Texas, be authorized and he is hereby authorized to execute said resolution;

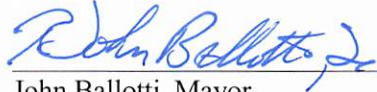
BE IT FURTHER RESOLVED, that the City Secretary be authorized and she is hereby authorized to attest to the signature of the Mayor to said resolution;

BE IT FURTHER RESOLVED, that the City Manager of the City of Commerce, Texas, be authorized and he is hereby authorized to execute the agreement and all instruments requisite in implementing said resolution;

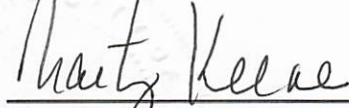
BE IT FURTHER RESOLVED, that the City Secretary be authorized and she is hereby authorized to attest to the signature of the City Manager to any and all instruments requisite in implementing said resolution;

PASSED BY THE GOVERNING BODY of the City of Commerce, Texas, at a regular meeting of the City Council of the City of Commerce, Texas, on the 18th day of August 2015.

CITY OF COMMERCE, TEXAS

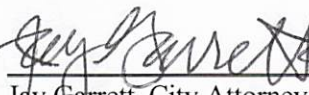

John Ballotti, Mayor

ATTEST:

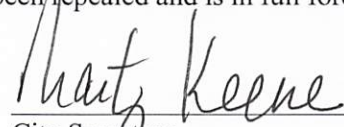

Marty Keene, City Secretary
City of Commerce, Texas

(seal)

APPROVED AS TO FORM:


Jay Garrett, City Attorney

I, Marty Keene, City Secretary of the City of Commerce, Texas, do hereby certify that the above is a true and correct copy of a resolution, and that the same has not been repealed and is in full force and effect.


City Secretary
City of Commerce, Texas

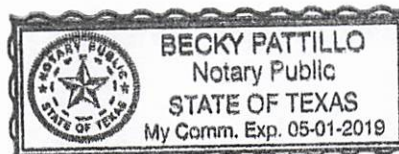
(seal)

Sworn to and subscribed before me, on this the 24th day of August, 2015, to certify which witness my hand and seal of office.


Notary Public
State of Texas

(seal)

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STATE OF TEXAS

COUNTY OF HUNT

AGREEMENT FOR CONSULTING SERVICES

FOR THE CITY OF COMMERCE, TEXAS

GROUP HEALTH AND LIFE INSURANCE PROGRAMS

WHEREAS, The City of Commerce recognizes the need and value of expert consulting services in the increasingly complex and expensive health and life insurance field in order to control costs and to provide the best possible program of coverages and benefits to its active employees, retired employees and their eligible dependents; and

WHEREAS, the firm of Wellspring Insurance Agency, Inc. offers the provision of advice and services as more fully set out below,

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

1. PARTIES

The parties to this agreement are the City of Commerce, Texas ("City"), a home-rule municipal corporation whose authorized signatory is Marc Clayton, City Manager, and Wellspring Insurance Agency, Inc. a Texas corporation whose authorized signatory is Rodney K. Dryden, President.

2. TERM

This agreement shall become effective on October 1, 2015 until September 30, 2016, with five (5) options for renewal of like periods unless sooner terminated as set out in paragraph 6 of the Agreement.

3. CONSIDERATION

In return for services rendered by Wellspring Insurance Agency, Inc., pursuant to this Agreement, the City will pay the sum of \$2,000.00 per month in advance.

In the event that no funds or insufficient funds are collected, appropriated and budgeted or funds are otherwise unavailable for payment of amounts due hereunder by City to Wellspring Insurance Agency, Inc., City shall notify Wellspring Insurance Agency, Inc. and this agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to City of any kind whatsoever, except as to the payment of amounts due and payable for which appropriations have been made for said fiscal period.

4. SERVICES TO BE RENDERED

Wellspring Insurance Agency, Inc. agrees to provide general consulting services for the City's group health, dental, vision, life insurance and long term disability programs involving active employees, retired employees and their eligible dependents. Wellspring Insurance Agency, Inc.'s services will include but will not necessarily be limited to the following:

- 1. Confer with City designees as needed regarding health care and life insurance programs.**
- 2. Represent the interests of the City in the health care field.**
- 3. Assist in the review of health care programs to determine their cost effectiveness.**
- 4. Assist in the general management of the health care plans.**
- 5. Develop bid specifications for proposal requests as desired by the City.**
- 6. Work with potential bidders during the Request For Proposal (RFP) process to answer any questions regarding the RFP in order to assure their complete understanding of the City's intent.**
- 7. Evaluate bids and/or proposals received and offer recommendations.**
- 8. Assist, as needed, with the transition between vendors if the RFP results in a change of vendors.**
- 9. Examine reports of exposures, expenses and paid losses at appropriate intervals to determine patterns of risk and to assure conformity of the vendor to its proposal(s).**
- 10. Act as contact between insurance agents and representatives of HMOs, PPOs and insurance companies who make inquiries regarding benefits offered by or through the City.**
- 11. Review performance of the vendor and, if requested by the City, negotiate contract renewal rates for the health care plans in a manner calculated to be acceptable to the City.**
- 12. Assist with drafting or redrafting of the health care plan's Plan Document or its Summary Plan Description.**
- 13. Assist with the preparation of any reports which the Treasury Department might require of the City.**

5. CITY OBLIGATIONS

City will provide such information as is reasonable and necessary to Wellspring Insurance Agency, Inc. to aid in its performance of the Agreement.

6. TERMINATION

The City may terminate this Agreement upon 90 days written notice to Wellspring Insurance Agency, Inc. whenever such termination is deemed to be in the City's best interest or in the event of Wellspring Insurance Agency, Inc.'s default, inability or failure to perform or to comply with any material term or condition of this Agreement or for any other good cause. Wellspring Insurance Agency, Inc. may terminate this Agreement upon 90 days written notice to the City when such termination is deemed to be in Wellspring Insurance Agency, Inc.'s City's failure to promptly pay amounts due Wellspring Insurance Agency, Inc. as described within this Agreement or for any other good cause.

Upon any such termination by either party, any and all information accumulated by Wellspring Insurance Agency, Inc. pursuant to this Agreement, in whatever medium stored or created, will

become the property of the City. Such property will be returned to the City as expeditiously as possible and the City agrees to reimburse Wellspring Insurance Agency, Inc. for any and all reasonable expenses incurred in the retrieval, preparation and transfer of such property to the City.

7. NON-ASSIGNMENT

Wellspring Insurance Agency, Inc. will not assign any portion of its rights or duties under this Agreement without prior, written approval of the City. Any purported assignment without such prior approval will be a breach of this Agreement and will be void in all respects.

8. INDEPENDENT CONTRACTOR

Wellspring Insurance Agency, Inc. shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Wellspring Insurance Agency, Inc. shall have exclusive control and right to control the details of its performance under this Agreement and shall be solely responsible for the acts and omissions of its officers, members and employees. The doctrine of respondent superior shall not apply to any item of performance under this Agreement nor shall anything in this Agreement be construed as creating a partnership or joint enterprise between Wellspring Insurance Agency, Inc. and the City.

9. MISCELLANEOUS

The provisions of the Agreement are severable and if, for any reason, a clause, sentence, paragraph or any other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

The failure of the City to insist upon the performance of any term or provision of the Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of the City's right to assert or to rely upon such term or right on any future occasion.

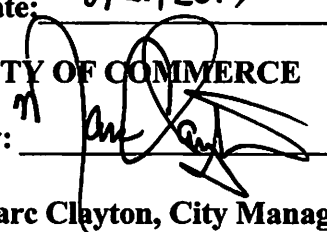
Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or nonperformance of the contract and agreement, venue for said action shall lie in Hunt County, Texas.

This written instrument and any exhibits attached hereto which are incorporated by reference and made a part of this Agreement for all purposes, constitute the entire agreement between the parties hereto concerning the work and services to be performed hereunder and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be approved by both the City and Wellspring Insurance Agency, Inc.

IN WITNESS WHEREOF, the parties hereto have executed two (2) copies of this Agreement in Commerce, Hunt County, Texas this _____ day of _____ A.D. 2015.

Date: 8/21/2015

CITY OF COMMERCE

By: 

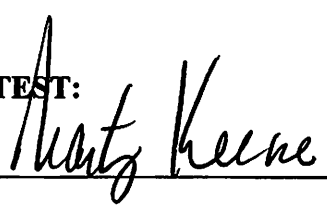
Marc Clayton, City Manager

WELLSPRING INSURANCE AGENCY, INC.

By: 

Rodney K. Dryden, President

ATTEST:

By: 

Marty Keene, City Secretary