

## INTERLOCAL AGREEMENT

**STATE OF TEXAS           §**

**COUNTY OF COMAL       §**

This Agreement is entered into by and between COMAL COUNTY, TEXAS (hereinafter referred to as “County”) and WATER ORIENTED RECREATION DISTRICT OF COMAL COUNTY (hereinafter referred to as “WORD”) pursuant to the provisions of Chapter 791 of the Government Code of the State of Texas.

**WHEREAS**, WORD is a park and recreation district with the powers and duties specified under Chapter 324 of the Local Government Code; and

**WHEREAS**, Comal County is a political subdivision of the State of Texas authorized to provide health coverage insurance to its employees; and

**WHEREAS**, Comal County has established a self-funded employee health and welfare benefit plan for the benefit of its employees and their dependants; and

**WHEREAS**, Comal County and WORD desire to enter into this Interlocal Agreement in order that the employees of WORD be included in and participate in the County’s health and welfare benefit plan.

**NOW THEREFORE, IT IS AGREED** by and between Comal County, Texas, and the Water Oriented Recreation District of Comal County as follows:

### **ARTICLE I PROVISION OF HEALTH INSURANCE**

Comal County shall provide health and welfare coverage in the County’s health and welfare benefit plan (the “Plan”) to WORD’s employees and their eligible dependants as provided by Comal County to its employees.

### **ARTICLE II EXPENSE AND PAYMENT**

WORD shall pay to Comal County the expense for the health and welfare benefit plan provided by Comal County to WORD’s employees and their dependants according to the rate premium schedule established by Comal County, attached hereto and incorporated herein by reference as Exhibit “A”. Comal County will invoice WORD monthly and WORD shall provide payment to County within thirty (30) days of receipt of the invoice.

**ARTICLE III  
TERM & RENEWAL**

The term of this Agreement shall be for a period of one year commencing October 1, 2018 and ending September 30, 2019. This Agreement may be renewed for additional one (1) year terms upon agreement in writing signed by both parties.

**ARTICLE IV  
GENERAL PROVISIONS**

1. **COMPLIANCE:** The County will comply with all legal requirements applicable to the Plan and satisfy any and all reporting, notice, disclosure, filing, and modification requirements imposed by applicable laws and regulations (state and/or federal).
2. **CONFIDENTIALITY:** The County and WORD will comply with applicable state and federal laws and regulations regarding confidentiality or privacy of records and other information, and cooperate to ensure such compliance.
3. **NOTICES:** All notices required herein shall be sent to the respective parties at the following addresses:

To the County:

Comal County  
Attn: County Judge  
150 N. Seguin Ave.  
New Braunfels, TX 78130

To WORD:

Water Oriented Recreation District of Comal County  
Attn: Manager  
P.O. Box 2789  
Canyon Lake, TX 78133

4. **BINDING EFFECT:** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
5. **GOVERNING LAW/VENUE:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
6. **SEVERABILITY:** If any term or provision of this Agreement, or the application to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. **REPRESENTATIONS AND WARRANTIES:** The County and WORD represent that each respective signatory has the full and complete authority to enter into this Agreement and that the joinder of no other person is required in order to cause this Agreement to be fully binding upon their respective properties.
8. **AMENDMENT:** This Agreement may not be altered, waived, or otherwise modified, except where done in writing, and signed by the duly authorized representative of the County and the WORD.
9. **ENTIRE AGREEMENT:** This instrument contains the entire agreement between the parties relating to the subject matter herein. There are no other verbal or written understandings, promises, agreements, or representations relating to the subject matter if this Agreement which have not been included herein, and this Agreement supersedes any and all other agreements, either oral, or in writing, between the parties hereto with respect to the subject matter herein.
10. **HEADINGS:** The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions herein.

IN WITNESS WHEREOF, this Agreement shall become effective as of the date of the last properly authorized signature.

<p><b>COMAL COUNTY, TEXAS:</b></p> <p>_____, 2018</p> <p><b>SHERMAN KRAUSE, COUNTY JUDGE</b></p> <p>_____  <b>ATTEST: BOBBIE KOEPP, COUNTY CLERK</b></p>	<p><b>WATER ORIENTED RECREATION DIST:</b></p> <p>_____, 2018</p> <p><b>DOUG CARVER, BOARD PRESIDENT</b></p> <p>_____  <b>ATTEST: LYNN LINDSAY, SECRETARY</b></p>
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EXHIBIT "A"

2018/2019 Medical Rates (effective 10-01-2018)							
Employee (EE)*	Child(ren)		Spouse		Family		Notes
Monthly	Monthly	Bi-Weekly	Monthly	Bi-Weekly	Monthly	Bi-Weekly	
\$763.14*			\$ 392.10	\$ 180.97			
	\$ 194.11	\$ 89.59			\$ 586.13	\$ 270.52	1 Child
	\$ 230.06	\$ 106.18			\$ 622.08	\$ 287.11	2 Children
	\$ 266.01	\$ 122.77			\$ 658.03	\$ 303.70	3 Children **
	\$ 301.96	\$ 139.36			\$ 693.98	\$ 320.29	4 Children **
	\$ 337.91	\$ 155.95			\$ 729.93	\$ 336.88	5 Children **
	\$ 373.86	\$ 172.54			\$ 765.88	\$ 353.47	6 Children **

\* Paid 100% by Comal County

\*\* If you have more than 2 children enrolled, the online enrollment system will show wrong rates.

You have to add \$16.59 for each child over 2 children.

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