

INTERLOCAL GOVERNMENTAL AGREEMENT

This **INTERLOCAL GOVERNMENTAL AGREEMENT** is made as of the date set forth below by and between **HIDALGO COUNTY APPRAISAL DISTRICT**, a political subdivision of the State of Texas, ("District"), and the **COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas, ("County"), as follows:

WHEREAS, the District and the County are each authorized to provide employment benefits to their respective employees, including, but not limited to group health insurance, group life and accidental death and disability insurance (life/AD&D);

WHEREAS, the County is also authorized to provide its employees with the option to obtain additional insurance coverages at the employee's own expense for such products as long term disability, vision, dental, cancer, critical illness insurance and additional life insurance coverage beyond the limits provided by the employer (hereinafter collectively referred to as the "Voluntary Products");

WHEREAS, the County, in compliance with the laws of the State of Texas, requested bids on the cost of group health insurance, group life/AD&D insurance coverage and Voluntary Products coverages;

WHEREAS, after review of all bids and proposals, the County authorized the establishment of a self-funded group health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS to act as the third party administrator for and to provide the stop loss insurance under such group health insurance program and to award the life/AD&D insurance contract to DEARBORN NATIONAL LIFE INSURANCE COMPANY on the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the District desires to provide its employees group health insurance and life/AD&D coverages through the County in order to maximize the economies of scale and the taxpayer funds used to provide such insurance;

WHEREAS, the District and the County desire to cooperate with each other in providing appropriate group health insurance and life/AD&D coverages to their employees on the most cost-efficient basis;

WHEREAS, the District also desires to offer its employees, at such employee's sole cost and expense, the opportunity to elect dental and vision insurance from the array of Voluntary Products coverages as offered to the County's employees;

WHEREAS, the District and the County each expressly determine and find that it is in the best interest of their employees to enter into this Agreement prior to the expiration of any existing agreement relating to such matters; and

WHEREAS, the governing bodies of the District and the County have authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed by the District and the County as follows:

1. **Inclusion of District by County.** The County consents to the inclusion of District as part of County's employee group for both its self funded health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS as set forth above and its life/AD&D insurance contract with DEARBORN NATIONAL LIFE INSURANCE COMPANY on the terms and conditions as described in Exhibit "A" attached hereto and made a part hereof. In addition, the County consents to the inclusion of the District as part of County's employee group for the additional Voluntary Products coverages available to County's employees, limited however, to dental and vision insurance.

2. **Direct Payment by District.** (a) All costs associated with premiums for health insurance coverage related to District's employees shall be paid to the order of the County Treasurer monthly on or before the tenth day of the month of coverage directly by District and delivered to the County Treasurer at 2810 S. Business Hwy. 281, Edinburg, Texas 78539 along with a hard copy of the approved remittance form and the monthly payroll roster (excluding employee social security numbers) or otherwise paid at the written direction of the County to Blue Cross Blue Shield of Texas. In addition, District shall provide Hidalgo County DBM Employee Benefits Division at 2818 S. Business Hwy 281, Edinburg, Texas 78539 on the same date as such premiums are paid to the County Treasurer (1) a PDF copy of check or other evidence of payment made to the County Treasurer, (2) a PDF copy of the approved remittance form submitted to the County Treasurer, (3) a PDF copy of the monthly payroll roster submitted to the County Treasurer and (4) a password protected Excel file of the monthly payroll roster submitted to the County Treasurer including the employees social security numbers as necessary for applicable insurance requirements. With respect to Life/AD&D insurance coverage for District's employees, District shall provide on the same dates as District provides premiums for health insurance the premium for Life/AD&D insurance payable to the order of Dearborn National Life Insurance Company and delivered to the Hidalgo County DBM Employee Benefits Division at 2818 S. Business Hwy. 281 Edinburg, Texas 78539 along with a hard copy of the monthly payroll roster listing all employees of District for which Life/AD&D premiums are paid for the month.

(b) County is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the District. District is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the County.

(c) If upon termination of the coverages provided for herein, the County shall receive any refund from either BLUE CROSS BLUE SHIELD OF TEXAS or DEARBORN NATIONAL LIFE INSURANCE COMPANY for any fees, deposits or premiums related to the term hereof, County agrees to pay to District within ten (10) business days of the receipt of such refund a prorata share thereof based upon the District's proportional payment of such fee, deposit or premium as compared to the County's proportional payment of such fee, deposit or premium.

(d) All costs associated with premiums for any Voluntary Products consisting of Dental Insurance ("Dental") and Vision Insurance ("Vision") selected in writing by any District employee shall be withheld by District from such employee's payroll. Payment of premium for Dental and Vision shall be paid directly by District on behalf of such employee to the vendors respectively at the addresses listed below on or before the tenth day of the following month of coverage. With respect to Dental, District shall provide a monthly payroll roster in a password

protected Excel file via email on the same date as such payment is made to the attention of Carla Miller at cmiller@ameritas.com or Trish Nilsen at tnilsen@ameritas.com. With respect to Vision, District shall provide a monthly payroll roster in a password protected Excel file via email on the same date as such payment is made to Gwen Holzworth at gholzworth@avesis.com. Monthly payroll rosters shall include a list of District's employees electing Vision insurance or Dental Insurance respectively with the employee's respective plan and payroll deduction.

(1) Dental:
Ameritas
5900 "O" Street
Lincoln, NE 68510; or

Vision:
Avesis
10324 S Dolfield Rd
Owings Mills, MD 21117

District is not responsible to either the County or any third party for the cost of any such Voluntary Products.

(e) District agrees to name County as an additional insured on District's Texas Municipal League Joint Self-Insurance Fund Liability Coverage (the "Liability Coverage"). District also agrees to provide County with verification of the Liability Coverage and County's designation as an additional insured thereon.

(f) Failure by the District to remit any such premium payments when due is cause for the County to terminate this Agreement on ten (10) days written notice provided however, if District cures any such default within such ten (10) day period, including payment of any applicable late fee, this Agreement shall continue in effect.

3. **Notice by County.** County agrees to provide District thirty (30) days written notice of any change or termination of such health and life/AD&D insurance coverages prior to the effective date of any such change. County agrees to provide District thirty (30) days written notice of any change or termination of such Voluntary Products coverages prior to the effective date of any such change.

4. **Provision for Governmental Services.** The parties to this Agreement acknowledge that the performance and services provided under this Agreement must be paid for from current revenues available to each party. If such revenue is not available, each party has the right to terminate the Agreement without further obligation or liability upon thirty (30) days written notification of such termination to the other party.

5. **Term and Renewal.** The term for coverages to be provided under this Agreement is January 1, 2016, to December 31, 2016. To the extent any obligation or performance under this Agreement extends beyond December 31, 2016, this Agreement shall remain in effect only on the condition that the both parties shall ratify and extend this Agreement on an annual basis. Upon failure of either party to ratify and extend this Agreement, this Agreement shall terminate without further liability to either party on December 31, 2016.

6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law; and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

9. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County
Attention: Ramon Garcia, County Judge
Hidalgo County Courthouse
Edinburg, Texas 78539

If to District: Hidalgo County Appraisal District
Attention: Rolando Garza, Chief Appraiser
4405 S. Professional Drive
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. **Assignment.** This Agreement shall not be assignable.

14. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

17. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

18. **Mediation.** In the event of a dispute between the District and the County over issues related to this Agreement, the parties agree to submit such disputes to mediation by a mutually agreeable mediator prior to the institution of any suit to resolve the dispute or to enforce the terms of this Agreement. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorney's fees from the non-prevailing party.

EXECUTED the ____ day of _____, 2016.

COUNTY OF HIDALGO, TEXAS

By: _____
RAMON GARCIA, County Judge

EXECUTED the 13th day of January, 2016.

HIDALGO COUNTY APPRAISAL DISTRICT

By: Rolando Garza
ROLANDO GARZA, Chief Appraiser

Exhibit A
Interlocal Governmental Agreement

BASIC PLAN - Blue Cross Blue Shield of Texas with \$1,250 Ded. - 70/50 Plan	MONTHLY	SEMIMONTHLY
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Employee (Paid by District)	\$514.00	
Spouse	\$242.00	\$121.00
Child or Children	\$106.00	\$53.00
Family	\$348.00	\$174.00

OPTIONAL BUY-UP PLAN - Blue Cross Blue Shield of Texas with \$750 Ded - 80/50 Plan

Employee	\$68.00	\$34.00
Employee + Spouse	\$380.00	\$190.00
Employee + Child or Children	\$208.00	\$104.00
Employee + Family	\$564.00	\$282.00

Avesis Vision (Voluntary Product)
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Employee	\$7.76	\$3.88
Employee + Spouse	\$13.60	\$6.80
Employee + Child or Children	\$15.18	\$7.59
Employee + Family	\$21.04	\$10.52

Ameritas Dental (Voluntary Product)
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Employee	\$31.32	\$15.66
Employee + Spouse	\$54.60	\$27.30
Employee + Child or Children	\$54.56	\$27.28
Employee + Family	\$92.64	\$46.32

LIFE AND AD & D INSURANCE

Rates with Dearborn National Life Insurance Company with \$25,000 Coverage	LIFE AND AD & D
	\$3.13 per employee



Certificate of Coverage

COPY

TMLIRP Contract Number: 9317 Member: Hidalgo CAD Ms. Lydia Elizondo Finance/Personnel Dir PO Box 208 Edinburg, Texas 78540-0208	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
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Certificate Holder:
 County of Hidalgo
 Attn: Ramon Garcia, County Judge
 2812 South Bus. Hwy 281
 Edinburg, TX 78539

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability Effective Date: 1/1/2016 Anniversary Date: 1/1/2017 Limits of Liability (Each Occurrence): \$300,000 Sudden Events Involving Pollution (Each Occurrence): \$300,000 Annual Aggregate: \$600,000 Deductible per Occurrence: \$0	Real & Personal Property Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____ Mobile Equipment Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____												
Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Boiler & Machinery - Broad Form Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____												
Errors and Omissions Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;"></th> <th style="width:15%;">Yes</th> <th style="width:15%;">No</th> </tr> </thead> <tbody> <tr> <td>Mortgagee</td> <td></td> <td></td> </tr> <tr> <td>Loss Payee</td> <td></td> <td></td> </tr> <tr> <td>Loan Number:</td> <td></td> <td></td> </tr> </tbody> </table>		Yes	No	Mortgagee			Loss Payee			Loan Number:		
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Loss Payee													
Loan Number:													
Auto Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Deductible per Occurrence: \$0	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:40%;">Year/Make/Model</th> <th style="width:20%;">VIN</th> <th style="width:40%;">Value</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Year/Make/Model	VIN	Value									
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DESCRIPTION:
 Evidence of Coverage. Certificate Holder is listed as EL253 - Additional Covered Party - Other Governmental Entity - Limited to Activities of the Fund Member

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Madelle Sherry

Date Issued:

11/5/2015

ADDITIONAL COVERED PARTY - OTHER GOVERNMENTAL ENTITY
LIMITED TO ACTIVITIES OF THE FUND MEMBER

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverages shown below:

GENERAL LIABILITY
AUTOMOBILE LIABILITY
LAW ENFORCEMENT LIABILITY
ERRORS & OMISSIONS LIABILITY

Entity Name : Hidalgo CAD
Entity ID : 9317
Effective Date : 01/01/2016

It is agreed that the "Covered Parties" provisions of the coverages listed above are amended to include as a **covered party** the governmental entity named below, but only with respect to the liability arising out of activities of the **Fund Member**. Such coverage shall not exceed the limits of coverage as set forth in the **Declarations**.

Governmental Entity: County of Hidalgo
Attn: Ramon Garcia, County Judge

Address: 2812 South Bus. Hwy 281

City, State & Zip Code: Edinburg, TX 78539

Description

Interlocal Governmental Agreement between Hidalgo CAD and County of Hidalgo dated 2/1/2013 , regarding the purchasing of Health Insurance with Blue Cross Blue Shield of Texas and life/AD&D insurance with Fort Dearborn Life Insurance.

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL