

AGREEMENT FOR INCLUSION IN CITY HEALTH COVERAGE PROGRAM

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Dripping Springs, Hays County, Texas, (the “City”), a general law municipality organized and operating under the general laws of the state of Texas, and the Dripping Springs Visitors Bureau, a registered Texas non-profit organization.

I. RECITALS

- A.** The Dripping Springs Visitors Bureau is a registered Texas non-profit in good standing whose purpose is to promote tourism and serve as ambassadors to connect visitors-guests and the community.

- B.** The City and Visitors Bureau wishes to enter into an agreement in order to ensure inclusion of the employees of the Visitors Bureau in the City’s health coverage and to ensure reimbursement of the payment for the health coverage by the City to TML Health.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants described herein, the parties hereto agree as follows:

A. Duties of Dripping Springs Visitors Bureau

- 1.** Provide sufficient information to the City of Dripping Springs and TML Health in order to qualify for coverage on the City’s TML Health Plan.

- 2.** Provide required employee information to the City of Dripping Springs to manage inclusion of one or more Dripping Springs Visitors Bureau (DSVB) employees on the City’s plan.

- 3.** Reimburse the City for costs related to inclusion of DSVB in the City of Dripping Springs TML Health Plan within thirty (30) days of receiving an invoice for the actual cost from the City. Pay administrative costs of enrolling and managing health care coverage of fifty dollars per person for initial enrollment; twenty-five dollars for re-enrollment; and twenty-five dollars per month (\$300 annually). Any other changes are covered by the monthly administrative fee.

- 4.** Continue to provide governmental services including promoting tourism and serving as ambassadors to connect visitors and guests with the community.

5. Provide notice to each Visitors Bureau employee that their health coverage is available solely through this Agreement and is only guaranteed so long as this Agreement is valid. A copy of this Agreement will be given to each Visitors Bureau employee.

B. Duties of the City

1. Assist the DSVB with enrolling in the City's TML Health Plan.
2. Pay the premiums to the TML Health for the enrolled employees subject to reimbursement by DSVB.
3. Invoice the DSVB for the costs of the TML Health Plan each month.

C. Miscellaneous

1. Relationship: The employees of DSVB are not employees of the City of Dripping Springs. Health Coverage is only being provided through this Agreement. The employees of DSVB will only be eligible to be a part of the City's TML Health Plan while this Agreement is active and termination of coverage by the City will be initiated when this Agreement is terminated as provided by this Agreement.
2. Term: Upon execution by the Parties, this Agreement shall commence effective upon the signature of the last Party to sign this Agreement, and shall remain in effect until September 30, 2022. This Agreement may be extended by agreement of the Parties in any increment of months, for up to thirty-six (36) months.
3. No part of this Agreement may be assigned or delegated without the prior written consent of the other party.
4. Either party may terminate this Agreement with cause upon the terminating party giving the non-terminating party thirty (30) days written notice. The failure of DSVB to reimburse the City in a timely manner is considered breach and cause for termination. DSVB shall reimburse the City for any costs incurred related to the TML Health Coverage.
5. This Agreement shall be subject to the laws and statutes of the State of Texas. The Venue for any legal disputes arising under this Agreement shall be Hays County.
6. Each party to this Agreement shall be solely responsible and liable for the acts, errors, and omissions of its officers, agents, and employees, and for any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees. No indemnification of one party by the other party is intended or shall be implied by this Agreement.

- 7. This Agreement will automatically terminate if the City ceases participation in the TML Health Plan.
- 8. All notices in connection with this Agreement shall be in writing and shall be considered given as follows:

When delivered personally to the recipient’s address as stated in this Agreement; or Five (5) days after being sent by certified mail in the United States mail, with postage prepaid to the recipient’s address as stated in this Agreement:

To the City:
 City of Dripping Springs
 Attn: City Administrator
 PO Box 384
 Dripping Springs, TX 78620

To Visitors Bureau:
 Dripping Springs Visitors Bureau
 Attn: Pam Owens
 509 Mercer Street
 Dripping Spring, TX 78620

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and the Visitors Bureau.

- 9. This Agreement shall be effective upon final signing by both parties.

IN WITNESS WHEREOF, The City of Dripping Springs and Visitors Bureau have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:

VISITORS BUREAU:

 Bill Foulds Jr., Mayor

 Pam Owens, President/CEO

 Date

 Date

ATTEST:

 Andrea Cunningham, City Secretary