

APR 05 1990

INTERLOCAL AGREEMENT FOR
EMPLOYEE BENEFIT SERVICES

This agreement, made and entered into this 2nd day of ~~April~~ May, 1990, by and between the Silver Lake Water District, hereinafter referred to as the "District", and Snohomish County, Washington hereinafter called the "County".

WHEREAS, RCW 39.34 was enacted to permit local governments to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage, and

WHEREAS, RCW 41.04.180 grants local governmental entities the maximum flexibility to enter into agreements to provide joint programs, including joint purchasing of insurance, and

WHEREAS, SCC Chapter 4.42 establishes an employee benefit plan and an expendable trust fund and authorizes the county executive to propose benefit plans for employees of other units of local government by interlocal agreement

IT IS THEREFORE MUTUALLY AGREED as follows:

TERM OF AGREEMENT

1. Upon execution of this agreement, employees of the district shall be permitted to participate in the county's employee benefit plan for the 1990/91 plan year which begins April 1, 1990. This agreement shall be automatically renewed each year unless terminated or amended by mutual consent.
2. Either party to this agreement may terminate the district's participation with written notice to the other at least 30 days prior to the beginning of any plan year. Absent a notice of termination, this agreement is renewed annually at the beginning of each plan year. The current plan year at the inception of this agreement is April 1 - March 31. The county may terminate this agreement at any time upon written notice for violation of its terms by the district.
3. Upon termination of this agreement, all premiums and administrative charges shall be collected through the date of termination and the district shall be responsible for any claims incurred by district employees during the plan year which exceed the aggregate contract premium. The aggregate contract premium shall be computed as the number of enrollees times the number of months the plan was in effect times the monthly premium assessed by the county during the period the plan was in effect for district employees.
4. The obligations of the county hereunder are contingent upon the availability of funds through legislative appropriation and allocation in accordance with law. In the event of failure of legislative appropriation, the county may terminate this agreement on

30 days written notice to the district.

BENEFIT PROGRAMS

1. District employees shall be offered at least one medical, one dental, one vision and one life insurance program and all eligible employees of the district shall enroll in these programs during an initial open enrollment period to be determined by the county. The county shall also administer the COBRA program for eligible district employees and their dependents in accord with Federal law. Retirees of the district shall be offered participation in the county's benefit plan to the same extent as county retirees.

2. The terms, conditions and features of each program offered to district employees shall be at the sole discretion of the county, however, the intent shall be to provide programs which are equivalent to programs offered to county employees.

3. Additional program choices for district employees shall be at the sole discretion of the county and programs may be modified, added or deleted providing that district employees shall be afforded an opportunity to change their enrollment selections.

4. The District shall not offer competing programs of the type covered by this agreement.

5. Newly hired district employees shall be subject to a six month exclusion for preexisting conditions in accordance with program provisions. Upon implementation of this agreement, district employees who have been employed for less than six months shall be subject to a preexisting condition exclusion until they have satisfied six months of employment.

6. District employees who are regularly employed for 20 hours or more per week are eligible and must participate.

7. The plan year for district employees shall correspond with the county's plan year as now constituted or hereafter amended by the county.

8. At least one open enrollment period annually will be held for district employees to make program selection changes and to add or delete dependents. The county will provide information concerning plan changes to the district and the open enrollment period will coincide with the open enrollment for county employees.

PREMIUM

1. The monthly premium rate per employee for each program offered to the district will be determined by the county and communicated to the district for each plan year as soon as it has been set. Plan rates are normally established in March of each year but may be delayed pending the results of union negotiations.

2. An administrative charge equal to 3% of the total monthly premium will be assessed by the county for each enrolled employee.

The administrative charge shall be included in with the monthly premium for each benefit program.

3. Premiums and administrative charges will be transmitted monthly by the district, to the Snohomish County Personnel Director, on the first day of each month. The district shall notify the county of all employee additions and deletions at that time.

IN WITNESS WHEREOF, the parties hereto have executed this agreement upon approval of the Snohomish County Council.

DATED this 2nd day of May 1990.

SNOHOMISH COUNTY

DISTRICT

Gary Weikel
GARY WEIKEL
Executive Administrator
WILLIS TUCKER, County Executive

W. A. Anderson

APPROVED AS TO FORM:

ATTEST:

H. J. ... 4/3/90
DEPUTY PROSECUTING ATTORNEY

Paul Keppeler

APPROVED AS TO FORM:

Ken ...