

RESOLUTION NO. 29366

A RESOLUTION AUTHORIZING THE DIRECTOR OF HUMAN RESOURCES TO ENTER INTO GROUP INSURANCE AGREEMENTS, IN SUBSTANTIALLY THE FORMS ATTACHED, WITH (1) THE CHATTANOOGA-HAMILTON COUNTY AIR POLLUTION CONTROL BUREAU; (2) THE ENTERPRISE CENTER, INC.; (3) THE CARTER STREET CORPORATION D/B/A CHATTANOOGA-HAMILTON COUNTY CONVENTION AND TRADE CENTER; AND (4) THE CHATTANOOGA BOARD OF DIRECTORS OF THE FIRE AND POLICE PENSION FUND TO OFFER COVERAGE FOR CERTAIN EMPLOYEE BENEFITS AS SPECIFIED IN THE AGREEMENTS.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Director of Human Resources to enter into Group Insurance Agreements, in substantially the forms attached, with (1) the Chattanooga-Hamilton County Air Pollution Control Bureau; (2) The Enterprise Center, Inc.; (3) the Carter Street Corporation d/b/a Chattanooga Hamilton County Convention and Trade Center; and (4) the Chattanooga Board of Directors of the Fire and Police Pension Fund to offer coverage for certain employee benefits as specified in the agreements.

ADOPTED: March 20, 2018

/mem

## **GROUP INSURANCE AGREEMENT**

The City of Chattanooga, a Tennessee municipal corporation (“City”), and the Chattanooga/Hamilton County Air Pollution Control Bureau (the “Bureau”), enter into this Agreement effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”).

WHEREAS, City provides group health, dental, vision and life insurance coverage (the "Group Insurance") for its eligible employees;

WHEREAS, City provides voluntary benefit plans and flexible spending plans for its eligible employees (the “Additional Benefit Plans”);

WHEREAS, The Bureau desires to allow the employees of the Bureau who satisfy the City’s benefit eligibility requirements to be covered by the Group Insurance provided by the City and to have access to enroll in any of the Additional Benefit Plans;

WHEREAS, City and the Bureau intend for the Bureau to pay the employer portion of the premium required to be covered by the Group Insurance and for the Bureau’s eligible employees to pay their employee portion of such premium;

WHEREAS, City and the Bureau agree to allow the employees of Bureau to be covered under the terms of the Group Insurance, and

WHEREAS, City and Bureau intend for the Bureau’s eligible employees to pay for the entire premium of any Additional Benefit Plans selected by the employee.

NOW, THEREFORE, the Bureau and the City hereby agree as follows:

- (1) The City shall provide Group Insurance to the eligible employees of the Bureau under the same terms and conditions as if the Bureau employees were employees of the City.
- (2) City shall provide eligible employees of the Bureau with access to enroll in any of the Additional Benefit Plans.
- (3) The Bureau shall pay the employer portion of the premium for the Group Insurance along with all employer costs related to covering these employees for both Group Insurance and any Additional Benefit Plans selected by these employees. Such related costs shall be determined by the City. , The Bureau shall pay the required premiums and all related costs to the City through the City’s payroll system.
- (4) If, at any time after the Effective Date of this Agreement, the Bureau creates its own health, vision, dental or life insurance programs or Additional Benefit Plans or contracts with an entity other than the City to provide its eligible employees with such benefits, this Agreement shall terminate. The Bureau shall provide written

notice to the City prior to any such change in insurance coverage for the Bureau's employees.

- (5) This Agreement shall remain in effect until terminated by either party upon sixty (60) days written notice to the other party. The period for advance written notice may be reduced by agreement between the parties.
- (6) Any notices required by this Agreement shall be effective when received, in writing, by the party to whom the notice is addressed. If to the City, such notice shall be addressed to:

City of Chattanooga, Department of Human Resources  
Attn: Director of Risk Management & Employee Benefits  
101 E. 11<sup>th</sup> Street, Ste. 201  
Chattanooga, TN 37402

If to the Bureau, such notice shall be addressed to:

Chattanooga-Hamilton County Air Pollution Control Bureau  
ATTN: Executive Director  
6125 Preservation Drive, #140  
Chattanooga, TN 37416

- (7) This Agreement shall be covered by and subject to the laws of the State of Tennessee.

The City and the Bureau hereby execute this Agreement by signature of their authorized representatives.

CITY OF CHATTANOOGA, TENNESSEE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CHATTANOOGA/HAMILTON COUNTY  
AIR POLLUTION CONTROL BUREAU

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## GROUP INSURANCE AGREEMENT

The City of Chattanooga, a Tennessee municipal corporation ("City"), and The Enterprise Center, Inc., a Tennessee nonprofit corporation ("Enterprise") enter into this Agreement effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

WHEREAS, the City provides group health, dental and vision insurance coverage (the "Group Insurance") for its eligible employees;

WHEREAS, the City and Hamilton County leaders formed Enterprise whose mission is to establish Chattanooga as a hub of innovation, improving people's lives by leveraging the City's digital technology to create, demonstrate, test and apply solutions to the 21<sup>st</sup> century;

WHEREAS, Enterprise and the City agree to allow the employees of Enterprise to be covered under the terms of the Group Insurance for those employees who meet the requirements of the Group Insurance; and

WHEREAS, Enterprise and the City intend for Enterprise to pay the employer portion of the premium required to be covered by the Group Insurance and for Enterprise's eligible Employees to pay their employee portion of such premium.

NOW, THEREFORE, Enterprise and the City hereby agree as follows:

- (1) The City shall provide Group Insurance to the employees of Enterprise who satisfy the City's eligibility rules under the same terms and conditions as if Enterprise employees were employees of the City.
- (2) Enterprise shall pay the employer portion of the premium for the Group Insurance along with all employer costs related to covering these Employees. Such related costs shall be determined by the City, and an itemized invoice of such costs shall be provided to Enterprise for approval each month. Enterprise shall pay the required premiums and all related costs to the City no later than the last day of each month for that month. If Enterprise fails to pay the required premiums and/or reasonable related employee costs by the last day of the month, the City shall provide written notice to Enterprise that the payment is delinquent, and Enterprise shall have ten (10) days to cure the delinquency or notify the City of any disputes as to reasonableness of costs or other concerns. If the delinquency is not cured at that time or written notice of any dispute is not received by the City, the City may terminate coverage under the Group Insurance for Enterprise's Employees.
- (3) If, at any time after the Effective Date of this Agreement, Enterprise creates its own health, dental or vision insurance programs or contracts with an entity other than the City to provide its eligible employees with such benefits, this Agreement shall terminate. Enterprise shall provide written notice to the City prior to any such change in insurance coverage for Enterprise's employees.

- (4) This Agreement shall remain in effect until terminated by either party upon sixty (60) days written notice to the other party. The period for advance written notice may be reduced by agreement between the parties.
- (5) Any notices required by this Agreement shall be effective when received, in writing, by the party to whom the notice is addressed. If to the City, such notice shall be addressed to:

City of Chattanooga, Department of Human Resources  
ATTN: Director of Risk Management and Employee Benefits  
101 E. 11<sup>th</sup> Street, Ste. 201  
Chattanooga, TN 37402

If to Enterprise, such notice shall be addressed to:

The Enterprise Center, Inc.  
ATTN: Ken Hays  
1100 Market Street, Suite 500  
Chattanooga, TN 37402

- (6) This Agreement shall be covered by and subject to the laws of the State of Tennessee.

The City and Enterprise hereby execute this Agreement by signature of their authorized representatives.

CITY OF CHATTANOOGA, TENNESSEE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THE ENTERPRISE CENTER, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## **GROUP INSURANCE AGREEMENT**

The City of Chattanooga, a Tennessee municipal corporation (“City”), and the Carter Street Corporation, a Tennessee corporation d/b/a Chattanooga/Hamilton County Convention and Trade Center (the “Convention Center”), enter into this Agreement effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”).

WHEREAS, City provides group health, dental, vision and life insurance coverage (the "Group Insurance") for its eligible employees;

WHEREAS, City provides voluntary benefit plans and flexible spending plans for its eligible employees (the “Additional Benefit Plans”);

WHEREAS, the Convention Center desires to allow the employees of the Convention Center who satisfy the benefit eligibility requirements of the City’s plan to be covered by the Group Insurance provided by the City and to have access to enroll in any of the Additional Benefit Plans;

WHEREAS, City and the Convention Center intend for the Convention Center to pay the employer portion of the premium required to be covered by the Group Insurance and for the Convention Center’s eligible employees to pay their employee portion of such premium; and

WHEREAS, City and Convention Center intend for the Convention Center’s eligible employees to pay for the entire premium of any Additional Benefit Plans selected by the employee.

NOW, THEREFORE, the Convention Center and the City hereby agree as follows:

- (1) The City shall provide Group Insurance to the eligible employees of the Convention Center under the same terms and conditions as if the Convention Center employees were employees of the
- (2) City shall provide eligible employees of the Convention Center with access to enroll in any of the Additional Benefit Plans.
- (3) The Convention Center shall pay the employer portion of the premium for the Group Insurance along with all employer costs related to covering these employees for the Group Insurance. The costs shall be determined by the City, and an itemized invoice of such costs shall be provided to the Convention Center for approval each month. The Convention Center shall pay the required premiums and all related costs to the City no later than the last day of each month for that month. If the Convention Center fails to pay the required premiums and/or reasonable related employee costs by the last day of the month, the City shall provide written notice that the payment is delinquent, and the Convention Center shall have ten (10) days to cure the delinquency or notify the City of any disputes as to reasonableness of costs or other concerns. If the delinquency is not cured at that time or written notice of any



dispute is not received by the City, the City may terminate coverage under the Group Insurance for Convention Center's Employees.

- (4) The Convention Center shall remit the entire premium of any Additional Benefit Plans selected by these employees to the vendor of such benefits. Eligible employees shall be required to pay for the entire premium of any Additional Benefit Plans selected by them.
- (5) If, at any time after the Effective Date of this Agreement, the Convention Center creates its own health, vision, dental or life insurance programs or Additional Benefit Plans or contracts with an entity other than the City to provide its eligible employees with such benefits, this Agreement shall terminate. The Convention Center shall provide written notice to the City prior to any such change in insurance coverage for the Convention Center's employees.
- (6) This Agreement shall remain in effect until terminated by either party upon sixty (60) days written notice to the other party. The period for advance written notice may be reduced by agreement between the parties.
- (7) Any notices required by this Agreement shall be effective when received, in writing, by the party to whom the notice is addressed. If to the City, such notice shall be addressed to:

City of Chattanooga, Department of Human Resources  
Attn: Director of Risk Management & Employee Benefits  
101 E. 11<sup>th</sup> Street, Ste. 201  
Chattanooga, TN 37402

If to the Convention Center, such notice shall be addressed to:

Carter Street Corporation  
ATTN: Executive Director  
1150 Carter Street  
Chattanooga, TN 37402

- (8) This Agreement shall be covered by and subject to the laws of the State of Tennessee.

The City and the Convention Center hereby execute this Agreement by signature of their authorized representatives.

CITY OF CHATTANOOGA, TENNESSEE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CARTER STREET CORPORATION d/b/a CHATTANOOGA/HAMILTON  
COUNTY CONVENTION AND TRADE CENTER

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## **GROUP INSURANCE AGREEMENT**

The City of Chattanooga, Tennessee and the Board of Directors of the Chattanooga Fire & Police Pension Fund enter into this Agreement effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

WHEREAS, the City of Chattanooga, Tennessee ("City") provides group health, dental and vision insurance coverage (the "Group Insurance") for its eligible employees; and

WHEREAS, the Chattanooga Fire & Police Pension Fund ("Fund") is an instrumentality of the City which provides retirement and death benefits to eligible sworn firefighters and police officers funded through City contributions, member contributions and investment earnings; and

WHEREAS, the Fund is administered by a Board of Directors ("Board") and hires a limited number of employees ("Employees") to carry out the day to day administration of the Fund; and

WHEREAS, the Board and the City desire to allow the full time Employees of the Fund to be covered by the Group Insurance provided by the City; and

WHEREAS, the Board and the City intend for the Fund to pay the employer portion of the premium required to be covered by the Group Insurance and for the Fund's eligible Employees to pay their employee portion of such premium; and

WHEREAS, the Board and the City intend to allow the Employees of the Fund to be covered under the terms of the Group Insurance, including retiree coverage for those employees who meet the requirements of the Group Insurance; and

WHEREAS, the former Fund administrator, Frank Hamilton, has been covered by the Group Insurance since he was hired and the Board and the City desire to acknowledge that Mr. Hamilton is entitled to continue coverage under the Group Insurance as a retiree in accordance with the terms of such plan.

NOW, THEREFORE, the Board and the City hereby agree as follows:

- (1) The City shall provide Group Insurance to the full time employees of the Fund under the same terms and conditions as if the Fund employees were employees of the City. A full time Employee is any Employee who is regularly scheduled to work a minimum of thirty (30) hours per week.

- (2) The Fund shall pay the employer portion of the premium for the Group Insurance along with all employer costs related to covering these Employees. Such related costs shall be determined by the City and an itemized invoice of such costs shall be provided to the Board for approval each month. The Fund shall pay the required premiums and all related costs to the City no later than the last day of each month for that month. If the Fund fails to pay the required premiums and/or reasonable related employee costs by the last day of the month, the City shall provide written notice to the Board that the payment is delinquent, and the Fund shall have ten (10) days to cure the delinquency or notify the City of any disputes as to reasonableness of costs or other concerns. If the delinquency is not cured at that time or written notice of any dispute is not received by the City, the City may terminate coverage under the Group Insurance for the Fund's Employees.
- (3) Coverage under such Group Insurance shall include coverage for retirees who meet the eligibility requirements, and such retiree coverage shall include the former Fund administrator, Frank Hamilton.
- (4) If, at any time after the Effective Date of this Agreement, the Fund creates its own health and/or dental insurance programs or contracts with an entity other than the City to provide its full time Employees with such benefits, this Agreement shall terminate. The Board shall provide written notice to the City prior to any such change in insurance coverage for the Fund's Employees.
- (5) This Agreement shall remain in effect until terminated by either party upon sixty (60) days written notice to the other party. The period for advance written notice may be reduced by agreement between the parties.

Any notices required by this Agreement shall be effective when received, in writing, by the party to whom the notice is addressed. If to the City, such notice shall be addressed to:

City of Chattanooga, Department of Human Resources  
ATTN: Director of Risk Management  
101 E. 11<sup>th</sup> Street, Suite 201  
Chattanooga, TN 37402

If to the Fund, such notice shall be addressed to:

Chattanooga Fire & Police Pension Fund  
ATTN: Katie Abbott  
6009 John Douglass Drive  
Chattanooga, TN 37421-1696

(6) This Agreement shall be covered by and subject to the laws of the State of Tennessee.

The City and the Fund hereby execute this Agreement by signature of their authorized representatives.

CITY OF CHATTANOOGA, TENNESSEE

By: \_\_\_\_\_

Title: \_\_\_\_\_

CHATTANOOGA FIRE & POLICE PENSION FUND

By: \_\_\_\_\_

Title: \_\_\_\_\_