

**TOWN OF TIMNATH  
RESOLUTION NO. 50 , SERIES 2014**

**A RESOLUTION APPROVING EMPLOYER PARTICIPATION  
AGREEMENT IN CEBT**

**WHEREAS**, the Town Council of the Town of Timnath ("Town") Pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, Council policy is that material agreements and other documents requiring formal Council approval should be approved by resolution; and

**WHEREAS**, attached hereto as Exhibit A is the Employer Participation agreement in CEBT.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF  
THE TOWN OF TIMNATH, COLORADO:**

**Section 1.** The Town Council hereby approves the agreement or Document and authorizes its execution by the Mayor, Manager or other person authorized by Council adopted resolution or Charter to Sign Agreements or Documents.

**INTRODUCED, READ, ADOPTED AND APPROVED BY THE TOWN COUNCIL  
OF THE TOWN OF TIMNATH, ON SEPTEMBER 24, 2014.**

**TOWN OF TIMNATH, COLORADO**

  
\_\_\_\_\_  
Jill Grossman-Belisle, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Milissa Peters, Town Clerk



**EMPLOYER PARTICIPATION AGREEMENT  
IN  
CEBT**

THIS AGREEMENT, effective the 1st day of January, 2015 (the "Effective Date"), by and between Town Of Timnath, located at 4800 Goodman Street Timnath, CO, 80547 hereinafter referred to as the "Employer" and the health and welfare trust dated July 1, 1995, as amended, known as CEBT (the "Trust") which is governed by a Board of Trustees, (the "Trustees");

**WITNESSETH:**

WHEREAS, the Employer and the Trustees mutually desire that the Employer become a participating member of the Trust by contributing to and enjoying the benefits of said Trust (the "Plan") upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

1. By execution of this Participation Agreement, the Employer adopts and agrees to be bound by all the terms and provisions of the Trust and all rules and regulations adopted by the Trustees. A copy of the Trust agreement, as amended (the "Trust Agreement"), has been made available to the Employer. The Employer agrees to be bound by all action taken by the Trustees pursuant to the powers granted them by the Trust Agreement.

2. By execution of this Participation Agreement by the one Trustee designated by the Trustees so to act, the Trustees accept the Employer for participation in the Trust.

3. The Participation Agreement shall remain in effect during any period the Employer continues to make contributions pursuant to this Agreement; provided, however, nothing herein shall limit the right of the Trustees to terminate the Employer as a participating Employer under the Trust on account of failure to make contributions pursuant to rules and regulations adopted by the Trustees, or as otherwise provided in the Trust Agreement. In the event of an off anniversary termination, the Trustees will cause written notice of said termination to be delivered to all Plan subscribers of the Employer.

Premium deposit payments are due and payable no later than the 10th of each month. A premium payment is deemed late after the 15th of the month. Should the Employer be in non-compliance with the premium payment standards, a 1.5% late fee penalty will be assessed against the total month's premium. The penalty will be assessed on a basis consistent with any future late payments.

4. By execution of this Participation Agreement, the Employer shall recognize that the Trust is for the exclusive benefit of all eligible Plan participants. There are no initial enrollment fees when an Employer starts participation. They would not be eligible for any excess funds, unless the entire Trust was dissolved in its entirety.

5. Effective the 1st day of January, 2015, the Employer shall pay to the Trust the designated amount for each of its employees covered by the Trust as are set forth on Exhibit B attached hereto and made a part hereof, and shall continue such contributions or such increased contributions in accordance with the Trust Agreement and rules adopted by the Trustees. The Trustees reserve the right to increase or adjust the rate which the Employer contributes to the Trust in order to maintain adequate reserves and to satisfy the benefit commitments of the Trust based on an actuarial evaluation of the claims experience of participants.

6. The Trust agrees to enroll the group of employees for an effective date of January 1, 2015, pursuant to the Employer's selections as set forth on Exhibit A, attached hereto and made a part hereof. It is understood that employees may opt out of the medical plan only at this initial enrollment, but a least 75% of the eligible employees must enroll.

7. All benefit eligible employees must enroll in the life insurance.

8. All subsequent new hires eligible for the full employer contribution will have to enroll in at least the medical and life plans. This provision will apply to the single coverage for all new hired employees.

9. By execution of this Participation Agreement, the Employer agrees that if they terminate their participation with the Trust on a date prior to the second renewal \_\_\_\_\_20\_\_\_\_, they will be responsible for any claims incurred prior to the date of termination, but processed after the termination date, with CEBT assuming no further financial obligation to pay said claims. If participation is terminated at the second renewal, with at least sixty (60) days prior notice, claims will be processed according to the Plan. In addition, only charges incurred after the effective date of participation and prior to the termination date are eligible for reimbursement consideration by CEBT.

10. Subject to Paragraph 9 herein, the Employer further agrees that after the first rate renewal anniversary, the Employer may only terminate at a future rate renewal date. Furthermore, the Employer shall be bound to notify the Trust of its termination from the Trust under this Participation Agreement by giving written notice at least sixty (60) days prior to the actual rate renewal date. If proper notice is given, benefits for the Employer's employees will be paid for eligible claims that are submitted within ninety (90) days following the termination date. Eligible claims are defined as dates of service prior to termination, however, submitted and received within the ninety (90) day eligibility period.

11. Any Employer terminating from the Trust and not adhering to Paragraph 10 will be responsible for their own incurred but not reported claims liability from and after the date of termination, with CEBT assuming no further financial obligation.

12. This Participation Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their heirs, administrators, executors, legal representatives, successors and assigns.

13. Governing Law. Colorado law shall apply to the construction and enforcement of the Participation Agreement. The parties agree to the jurisdiction and venue of the courts of the County in which the CEBT administrators has its principle business office, State of Colorado, in relation to any dispute arising out of or in any matter connected with the Participation Agreement.

14. Enforcement. In the event that suit is brought regarding the Participation Agreement to enforce its terms, or in the event of default hereof, the prevailing party shall be entitled to and shall be awarded its reasonable attorney's fees and related court and litigation costs.

15. Severability. If any provision of the Participation Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of the participation Agreement shall continue in force and effect.

IN WITNESS WHEREOF, the Employer has caused this Participation Agreement to be executed on its behalf by a duly authorized officer and the Trustees of the Trust have caused this Participation Agreement to be executed on their behalf by a duly authorized Trustee this date \_\_\_\_\_.

It is understood that this document supersedes any previously signed Participation Agreement(s).

WITNESS:

Milissa Peters

By Justin Bue

By Ed VanderTook

CEBT, Trustee

## EXHIBIT A

### Renewal Date

#### The employer selects the following renewal date:

July 1<sup>st</sup>  
 January 1<sup>st</sup>

#### The employer group selects the following employer paid options:

Medical  
 Life Insurance      Volume \$ \_\_\_\_ or \_\_\_\_ x salary      Dependent \_\_\_\_  
 Dental  
 Vision

#### The employer group selects the following voluntary plans offered by CEBT:

##### Dental

With orthodontics  
 Without orthodontics

##### Vision

12/12/24 Plan

##### Life

Voluntary

It is understood that participants in the voluntary plans will be allowed to drop or enroll in the coverage only during the annual open enrollment. Voluntary participation levels must be maintained at 25% of full-time eligible employees. Furthermore, anyone that drops coverage cannot re-enroll for twenty-four (24) months.

**Dependent Packaging Requirements:**

Any changes made by a current participating employee must be made toward the dependent packaging requirements, i.e., family health, family dental and family vision.

Yes  
 No

**Enrollment Period for New Hires: (Please indicate the appropriate period.)**

1. First of the month following date of hire.
2. First of the month following \_\_\_\_ days from the date of hire. Not to exceed 90 days in accord with the PPACA guidelines.
3. If hired before the 15th, effective 1st of the month following date of hire; if hired after the 15th, effective 1st of the month following 31 days of employment.

**Retiree Coverage: (Please indicate the appropriate response.)**

- Retirees are eligible to participate in the CEBT health, dental or vision program to age 65.
- Retirees are not eligible to participate in the CEBT health, dental or vision programs to age 65.

**Elected Officials Coverage: (Please indicate the appropriate response.)**

Yes  
 No

## **EXHIBIT B**

This is the CEBT Rate Sheet at the time the Participation Agreement is signed.