CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2018-0082)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Symetra Life Insurance Co. of Enfield, Connecticut ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on March 29, 2018 Purchasing Office Solicitation No. 2018-015, a procurement solicitation for proposals for voluntary group term life insurance with accidental death & dismemberment benefits, and voluntary short-term disability insurance, (b) on April 6, 2018 Addendum No. 1 to Purchasing Office Solicitation No. 2018-015 and (c) on April 11, 2018 Addendum No. 2 to Purchasing Office Solicitation No. 2018-015 (collectively, "SOLICITATION").

2. In response to CITY's SOLICITATION, VENDOR submitted a proposal dated April 18, 2018 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.

3. VENDOR included in SUBMITTAL exceptions to SOLICITATION. Except as noted below regarding modifications to CITY's Standard Procurement Terms and Conditions and CITY's Indemnification Agreement, CITY hereby declines to accept all VENDOR exceptions other than (a) one pertaining to payment terms and (b) one pertaining to confidential information.

4. CITY's Standard Procurement Terms and Conditions, as modified, with VENDOR's contact information inserted ("CITY'S TERMS"), is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.

5. VENDOR has now also submitted a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.

6. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.

7. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.

Law Dept. approved 04.04.19

8. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.

9. VENDOR has now also submitted CITY's Indemnification Agreement, as modified, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

10. VENDOR has now also submitted CITY's Notice of Confidentiality & Proprietary Rights, modified as requested by VENDOR as an exception to SOLICITATION included in SUBMITTAL and as executed for VENDOR ("NOTICE OF CONFIDENTIALITY & PROPRIETARY RIGHTS"), a copy of which is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.

11. CITY awarded on May 8, 2018 to VENDOR offering to CITY's eligible employees the purchase of voluntary group term life insurance with accidental death & dismemberment benefits, and voluntary short-term disability insurance, pursuant to SOLICITATION and SUBMITTAL.

12. The term of award shall commence July 1, 2018 and shall on June 30, 2021. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with CITY's Human Resources Director, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, excluding pricing; (d) any changes either to the schedule of benefits established pursuant to this AGREEMENT or to the rate tables for each insurance product to be offered pursuant to this AGREEMENT shall be disclosed by VENDOR in advance of CITY's decision to exercise such an extension; and (e) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.

13. VENDOR has now also submitted VENDOR's Application for Group Insurance, executed for VENDOR ("APPLICATION FOR GROUP INSURANCE"), a copy of which is attached hereto as Attachment No. 6 and hereby incorporated by reference as if fully set forth herein.

14. VENDOR has now also submitted VENDOR's Tax Services Agreement, executed for VENDOR ("TAX SERVICES AGREEMENT"), a copy of which is attached hereto as Attachment No. 7 and hereby incorporated by reference as if fully set forth herein.

15. VENDOR has now also submitted VENDOR's Electronic Certificate Use Agreement, executed for VENDOR ("ELECTRONIC CERTIFICATE USE AGREEMENT"), a copy of which is attached hereto as Attachment No. 8 and hereby incorporated by reference as if fully set forth herein.

16. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; (e) SUBMITTAL; (f) APPLICATION FOR GROUP INSURANCE; (g) TAX SERVICES AGREEMENT; and (h) ELECTRONIC CERTIFICATE USE AGREEMENT.

EXECUTED THIS 8 DAY OF April, 2019

For VENDOR:

(signature of VENDOR's authorized representative)

TITLE: VP Operations

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Attorney for City of Franklin

Law Dept. approved 04.04.19

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

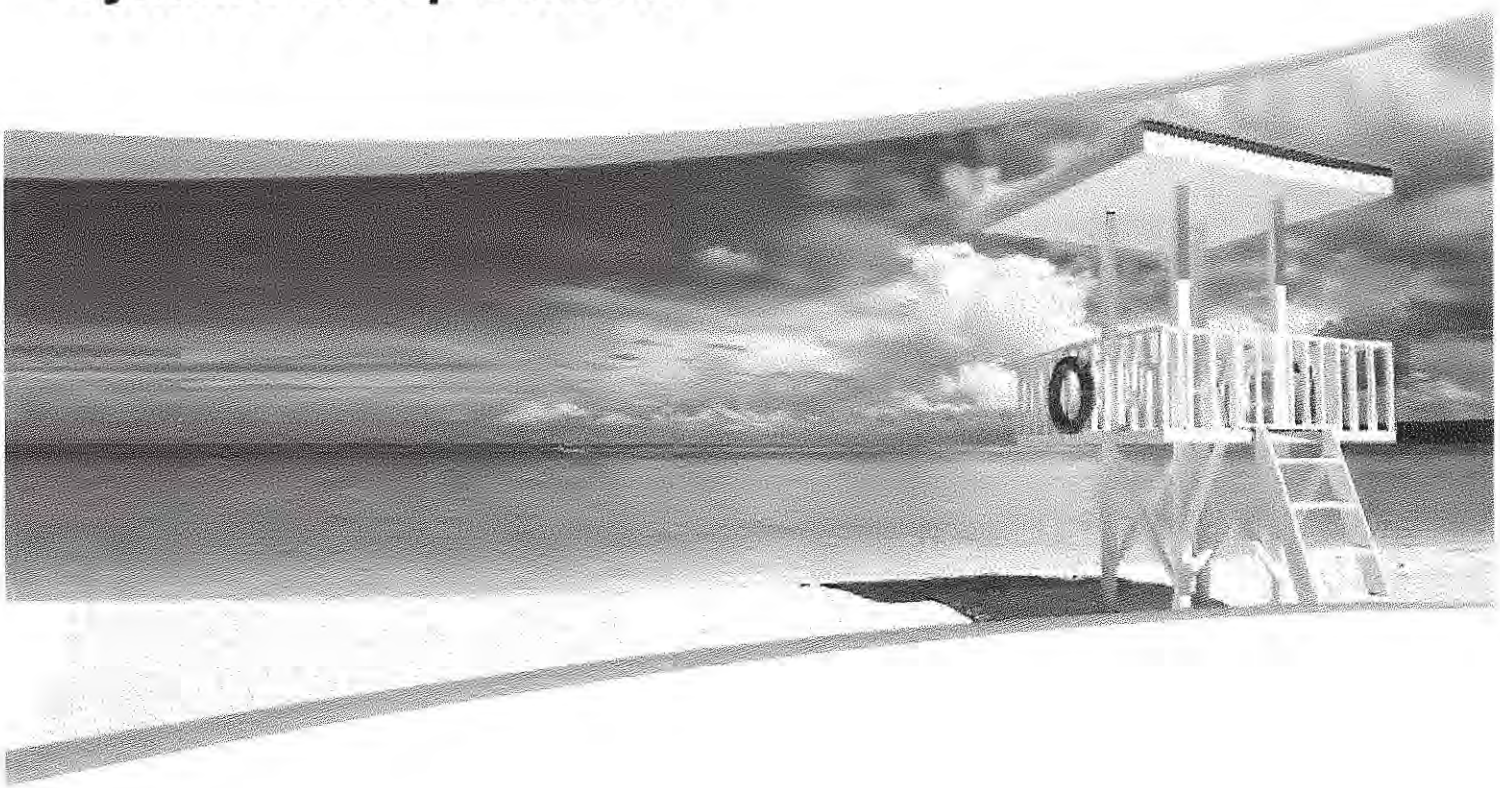
(City of Franklin Contract No. 2018-0082)

Attachment No. 1

Excerpts from SUBMITTAL

SYMETRA
RETIREMENT · BENEFITS · LIFE

Symetra Group Benefits



Response to Proposal Request

Prepared for:
City of Franklin, Tennessee
Purchasing Office Solicitation No: 2018-015

April 19, 2018

Table of Contents

Symetra Executive Summary 1

SYMETRA

RETIREMENT BENEFITS LIFE

From implementation to claims, we deliver a high-quality customer experience to you and your employees at every touch point.

GREAT EMPLOYERS OFFER GREAT BENEFITS

When it comes to your group's benefits, you deserve a plan that positively impacts the lives of your employees and their families, and enables cost-effective delivery of the right services at the right time.

At Symetra, we strive to give you just that. Our group life and disability income insurance provide important benefits that can make a difference at a critical time in employees' lives. And to give you the most value for your benefits, we listen to your concerns and work to create a policy that's right for you, your group and your budget.

WITH YOU EVERY STEP OF THE WAY

From implementation to claims, we deliver a high-quality customer experience to you and your employees at every touch point. We'll be there to guide you and provide the resources you need to successfully manage your plan.

Our implementation managers work closely with you and your broker throughout the entire onboarding process—walking you through policy details, administrative training, reporting needs and more. They'll provide constant support, communication and transparency to ensure implementation is simple and seamless.

Once your plan is set up, our experienced account managers act as your ongoing contact for the life of your policy. They provide invaluable expertise and can meet with you to address your concerns and find ways to improve your group's experience.

Our collaborative approach to implementation and account management fosters responsiveness and innovative problem solving to deliver outstanding service to you and your employees.

FULLY INTEGRATED CLAIMS MANAGEMENT

Whether it's working with employees on disability leave, or helping a beneficiary after the loss of a loved one, our team of claim professionals is committed to helping employees and their families navigate the road to recovery. Your employees will receive empathetic, courteous and prompt service at every interaction.

And with Group Online (GO), our state-of-the-art online processing tool, you have an easy, convenient way to manage life, disability and absence management claims 24/7—significantly easing the burden of administering your group's absences.

It's all part of our fully integrated approach to claims management—offering you and your employees exceptional service from start to finish.

Required Forms 2

- City of Franklin Proposal Submittal Form
- City of Franklin Affidavit of Non-Collusion
- City of Franklin Affidavit of Title VI Compliance
- City of Franklin Standard Procurement Terms and Conditions

Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2018-015

Vendor's name, street address, and mailing address (if different):	Symetra Life Insurance Company 1699 King Street, Suite 106 Enfield, CT 06082
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Lisa Marecki VP of Underwriting, Group Life, Disability & Select Benefits (860) 746-7701 lisa.marecki@symetra.com
Does the proposer take any exceptions to the City's procurement solicitation?	☑ Yes, see enclosed. ☐ No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	☑ Yes, see enclosed. ☐ No, proposer takes no exceptions.
Rate for voluntary group term life/AD&D:	$ 0.283 per $1,000 of benefit
Rate for short-term disability:	$ 0.368 per $10 of benefit per $100 of payroll
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) **acceptable to proposer?**	☑ Yes. ☐ No, proposer requests the following payment terms: _____.
Last date (no sooner than June 30, 2018) that proposal and associated pricing is valid and may be accepted by the City:	June 30, 2018
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the proposer prefer?	☑ ACH or Electronic Funds Transfer. ☐ Bank credit card.

Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2018-015

Proposer's name:	Symetra Life Insurance Company
Are the following components included with this Proposal Submittal Form in the submittal? • Detailed vendor-supplied description of proposed product(s) and/or service(s); • Responses to information requested in the Request for Proposals as required to be included in proposal; • Identification, listing and description of any exceptions to the procurement solicitation; • Contact information for required references (see Request for Proposals); • Standard Procurement Terms and Conditions of the City of Franklin, with the vendor's contact information inserted; • Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; • Affidavit of Non-Collusion, executed in full; and • Affidavit of Title VI Compliance, executed in full.	☑ Yes, see enclosed. ☐ No, proposer chooses not to include all of these components (WARNING: doing so may cause the City to deem the proposal non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its proposal, it is the responsibility of each potential proposer to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☐ Addendum No. _____. ☑ Addenda Nos. 1 and 2. ☐ No addenda.
Subscription and affirmation of proposer's authorized representative: By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	(signature)
Signature of proposer's authorized representative: I affirm that I am authorized by the proposer to sign this Proposal Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.	(signature)
Title of proposer's authorized representative:	VP of Underwriting, Group Life, Disability & Select Benefits
Date of signatures:	4/18/2018

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

State of Connecticut)
) SS
County of Hartford)

Affiant, Lisa Marecki, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Officer of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

Symetra Life Insurance Company,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Lisa Marecki
(signature of Affiant)

VP of Underwriting, Group Life, Disability & Select Benefits
(title of Affiant)

Sworn and subscribed to before me this 18th day of April, 2018

Notarial Garcia
(Notary Public)

My Commission Expires: 08/31/2018

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018 - 015)

Affidavit of Title VI Compliance

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Connecticut)
) SS
County of Hartford)

Affiant, Lisa Marecki, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Officer of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

Symetra Life Insurance Company,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;

4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;

5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and

6. This Affidavit is made on personal knowledge.

(signature of Affiant)

VP of Underwriting, Group Life, Disability & Select Benefits
(title of Affiant)

Sworn and subscribed to before me this 18th day of April, 2018

(Notary Public)

My Commission Expires: 08/31/2018

Symetra Deviations/Exceptions 3

Deviations/Exceptions

The following are exceptions cited by our Legal department *(exceptions are noted in italic font)*:

City of Franklin Instructions for Proposers

11. Proposal submittal contents: (p. 2-3)

g. Vendor's proposed agreement or contract, if any, the terms and conditions of which shall not be inconsistent with the City's Standard Procurement Terms and Conditions.

Notwithstanding the foregoing, the terms set forth in any group insurance contract issued by the Proposer to the City will control with respect to the matters set forth therein.

City of Franklin Request for Proposals

11. General terms and conditions: (p. 2-3)

c. Payment terms: As a matter of practice, the City pays for the goods and/or services only after receipt and acceptance by the City of all such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for all such goods and/or services as ordered, net thirty (30) calendar days from the date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City's preferred payment terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be ia factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

Notwithstanding the foregoing, the City and Proposer acknowledge and agree that the provision governing the payment of insurance premiums in any group insurance policy issued by the Proposer must control with respect to the payment of such premium.

i. Terms and Conditions: By submitting its proposal, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and herby incorporated by reference.

Notwithstanding the foregoing, the terms set forth in any group insurance contract issued by the Proposer to the City will control with respect to the matters set forth therein.

11.3 Evaluation criteria; information required to be included in proposal (p. 5)

A. Plan Design (second bullet)

Please provide sample contracts for review with your proposal.

Notwithstanding the foregoing, the terms set forth in any group insurance contract issued by Proposer to the City will control with respect to the matters set forth therein.

Deviations/Exceptions

City of Franklin Standard Procurement Terms and Conditions

11. **Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.**

    Notwithstanding the foregoing, the terms set forth in any group insurance contract issued by the Proposer to the City will control with respect to the matters set forth therein.

13. **Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply,** *provided that such liability arises out of Vendor's negligence,* **excepting ~~only~~ such losses as shall be occasioned solely by the negligence of the City of Franklin.**

City of Franklin Notice of Confidentiality & Proprietary Rights

Each party agrees to:

1. **maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except** *(i) as reasonably required by Vendor's reinsurers, (ii) in conjunction with Vendor's standard underwriting practices and procedures or (iii)* **as authorized by the disclosing party in writing or as required by state or federal law or by a court of competent jurisdiction;**

City of Franklin Procurement Agreement form

12. **In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and e. SUBMITTAL.**

    Notwithstanding the foregoing, the terms set forth in any group insurance contract issued by the Proposer to the City will control with respect to the matters set forth therein.

City of Franklin Indemnification Agreement

Paragraph 3 is amended as follows:

The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, *provided that such liability arises out of Bidder or Proposer's negligence,* **excepting ~~only~~ such losses as shall be occasioned solely by the negligence of the City of Franklin;**

City of Franklin Evaluation Criteria 4

Evaluation Criteria

A. Plan Design

- **The City is interested in keeping or enriching the current plan designs. The City may make plan design changes during the upcoming contract year.**

  This quote assumes we will duplicate the plan designs, benefits, and intent of your current policy provisions, to the best of our ability. Plan deviations can be found in our financial proposal Section 5 of our response. Deviations/exceptions to the procurement solicitation can be found in Section 3 of our response.

- **Please provide sample contracts for review with your proposal.**

  Sample specimen Life and STD contracts have been included in Section 6 of our response.

  Notwithstanding the foregoing, the terms set forth in any group insurance contract issued by Proposer to the City will control with respect to the matters set forth therein.

- **The respondent chosen will also need to show the ability to administer ERISA-exempt plans and the regulations of the State because of these exemptions.**

  Confirmed. We are currently administering ERISA-exempt plans, such as municipalities, states, statutory STD plans, Paid Family Leave plans, etc.

- **With respect to the voluntary term life / AD&D benefit, respondents must agree to grandfather current employees at current benefit levels, unless the proposed benefits are an improvement over the current.**

  All current benefit levels above the maximum benefit will be grandfathered.

- **With respect to the short-term disability program:**

  - **All proposals must guarantee that no employees will lose benefits due to the change of insurance companies. Please indicate your acceptance of "grandfathering" the current insureds.**

    We will cover you under this plan if you were insured by the prior group insurance plan, and the cost of your coverage under the prior group insurance plan was paid.

  - **All pre-existing condition restrictions should be waived for the current insured's to the extent of the current plan.**

    Prior carrier coverage credit will be taken into consideration.

  - **The actively-at-work (AAW) needs to be waived on all plans to cover any claims not covered under the insured extension of benefit.**

    Life:
    Symetra's Life policy includes an "enhanced no loss/no gain" provision.

    Provided the employee was insured under the prior carrier contract and premiums were being paid on the day preceding our effective date we will waive the actively-at-work requirement on a no loss/no gain basis.

Evaluation Criteria

A. Plan Design

Coverage will not be deferred if an eligible employee is insured under the prior policy and, **although not actively at work** on the policy effective date, would otherwise meet the eligibility requirements of the policy period. The amount of insurance will be the lesser of the amount of life insurance and AD&D principal sum in effect under the prior policy or shown in the schedule and reduced by any coverage amount in force, paid or payable under the prior policy.

Regarding participants currently enrolled in a life plan: Will they be covered on a no loss/no gain basis, waiving "actively at work" requirements?

Considering a "no waiver of premium" or Death Benefit Only (DBO) approach, we understand that there may be existing disabled employees as of our effective date that may require continuation of coverage under our policy. Upon receipt and review of a list of these disabled employees (including birth date, gender, coverage amounts, and diagnosis information), we may agree to assume coverage for these employees.

STD:
If you are not in active employment as a result of your injury or a sickness, then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

- **Those who are currently receiving partial disability benefits must also be covered.**

  Confirmed.

B. Financial Stability

This pertains to the insurance company whose name appears as the insurer on the policy:

- **State the full name and address of your organization and include all branch offices that will be responsible for performing the services included in this proposal.**

  Our Claims Administration and Customer Service teams are located at:
  Symetra Life Insurance Company
  1699 King Street, Suite 300
  Enfield, CT 06082

  Your Regional Sales Executive is located in our Franklin, TN office and your Regional Sales Specialist is located in our Norcross, GA office.

- **Submit a copy of your Tennessee license.**

  A copy of our Tennessee license can be found in Section 7 of our response.

Evaluation Criteria

B. Financial Stability

- **Submit information about your financial performance rating from any or all of the following: Standard & Poor's, Moody's, Fitch, A.M. Best.**

Our current ratings are as follows:

AGENCY	RATING	DEFINITION	DATE OF RATING
A.M. Best	A	"Excellent" (Third highest of 16).	11/29/2017
Standard & Poor's	A	"Strong" (Sixth highest of 21).	06/16/2017
Moody's	A1	"Good" (Fifth highest of 21).	10/03/2017
Fitch	A	"Strong" (Sixth highest of 19).	10/02/2017

C. Online Capabilities

The City would like as much online access as possible to the plan information for management purposes as well as, but not limited to, the ability to monitor claims, run reports and check eligibility. Consideration will be given to whether respondents allow employees to check personal information online. Any additional cost for this service should be quoted separately.

Symetra Benefits Division's secure online portals, GO (Group Online) for employers and myGO for employees, make managing benefits easier. Our easy-to-use online tools provide access to your Symetra benefits information 24 hours a day, 7 days a week.

Employers can log in to www.symetra.com/GO to:

- Initiate life, disability and leave of absence claims
- View claim details and benefit payment history
- Make electronic payments via ACH
- Access standardized claim reports
- Create dynamic claim reports

Depending upon the security level granted to the user and whether the group is self-administered or list bill, employers may also:

- Add recent hires or new insureds
- Process multiple salary updates (via a single submission)
- Remove / terminate insureds from the plan
- Update coverage amounts

MyGO for employees is mobile friendly. Employees can log in to www.symetra.com/myGO to:

- Initiate disability and leave of absence claims
- Self-register to view claim status and payment details, or start a new claim
- Find customer service contact information
- Download forms and other helpful claims process information

While we do offer both employer and employee web-based portals, eligibility data is not viewable by either member or employer.

Evaluation Criteria

C. Online Capabilities

One of Symetra's key differentiators is the magnitude and scope of claim reports available through our secure online administration portal, GO (Group Online). Conveniently available 24 hours a day, 7 days a week, GO dynamic reporting features up-to-date claim information (updated hourly), and an array of filters and sort options that enable you to generate reports to suit your needs. Created at the frequency you choose, reports can then be exported to Excel, Word, pdf, and other file formats.

Claim reports include:

REPORT NAME	DESCRIPTION
Life Reported and Paid Claims	A listing of paid & reported Life/AD&D claims, including WOP.
Disability Claim Status Report	Current status for STD/LTD claims.
Disability Payment Report	Detailed payment information for STD/LTD & ASO-STD claims.

D. Customer Service

The City is searching for a respondent with exceptional customer service that includes:

- **Providing a toll-free number that is available at least eight hours per day to employees of the City who wish to speak with a knowledgeable customer service representative regarding specific details of the insurance programs.**

  Confirmed. Located in Enfield, Connecticut, our teams of claims professionals and customer service representatives are committed to helping employees and their families navigate the road to recovery. Staffed Monday through Friday from 8 a.m. to 8 p.m. ET, these teams of highly trained insurance and customer service professionals have an average of more than 10 years of pertinent industry experience.

- **Providing support services to assist employees in understanding and using their benefits.**

  Confirmed. Our customer service center's mission is to provide each and every customer a superior level of service. This includes a proactive approach to service as well as a goal of "one and done". We strive to assist all callers while engaged on the telephone to prevent the inconvenience of a call back.

- **Providing prompt, courteous and knowledgeable responses to customer service requests posed by employees.**

  Confirmed. Exemplary customer service is the primary objective for each Symetra employee, at every touchpoint in the claims process. From initiating the claim to payment and closing the claim, our customer service representatives, case managers, and account managers work hard to make sure every interaction is a positive one for both claimant and employer.

Evaluation Criteria

E. Administrative Requirements

- **Attend annual employee meetings and present insurance plan information.**

  Confirmed. We will provide support and on-site personnel to assist in the enrollment process and will be available for onsite meetings, as schedules permit. Symetra will also provide appropriate marketing materials. Our level of involvement will be determined at implementation.

- **Provide each enrolled employee a hard copy benefit booklet outlining and defining all covered services, limitations and exclusions, and schedule of benefits. The City shall review and approve booklets prior to distribution.**

  Confirmed. We offer a broad range of communication assistance for our clients. Employee communications including enrollment forms, product fliers and brochures, booklets, and certificates are available at no additional cost.

- **Provide an administrative procedures manual to the City to be used to administer the program, including necessary forms and instructions.**

  Confirmed. As part of our implementation, your Regional Sales Specialist will review the variety of training topics available to HR Teams and/or Supervisors new to Symetra. Dependent upon the size of the group, training may be at the client site or via webinar.
  A primary training focus is on our Employer/Employee portals GO/MyGO. We will run an interactive demo of the sites covering functionalities of use to HR Teams and Supervisors. This would include:

  - Extracting standard claim/leave reports
  - Generating simple "query based" ad hoc reports
  - Locating important documents for both HR Team and your employees
  - Online premium calculation and payment

  While our portals remain a first stop in our Training programs, we also offer training on:

  - "The Life of a Claim" at Symetra
  - Billing

- **Designate a point of contact responsible for resolving problems, answering claim questions and administrative or billing issues, and expediting services related to overall performance of the contract.**

  Confirmed. The City of Franklin will be assigned a Regional Sales Specialist who will be will be your single point of contact for implementation, plan administration, billing, claims, facilitation of day to day services, and any ongoing service needs. Your Regional Sales Specialist will facilitate contact between your HR/Benefits Administrator and appropriate Symetra personnel, i.e. billing, claims, reporting, etc., to resolve any questions that might arise throughout the life of the policy.

F. Rates

Please state your rates per $1,000 of benefit for voluntary term life/AD&D and per $100 of payroll for short-term disability. Please state the rates assuming award of both lines. All rates should be quoted net of commissions.

Our rates are as follows:
Life/AD&D - $0.283 per $1,000 of benefit
STD - $0.368 per $10 of *benefit*

Evaluation Criteria

G. Competency, experience, qualifications and references

- **Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history. Identify how long the organization has been providing the services being requested.**

  Established in 1957, Symetra Life Insurance Company is a subsidiary of Symetra Financial Corporation. Symetra Financial is a diversified financial services company with approximately 2.0 million customers, and 1,500 employees nationwide. Symetra Financial Corporation is a wholly owned subsidiary of Sumitomo Life Insurance Company. Sumitomo Life is one of the largest life insurance companies in Japan with over 100 years of operating history. Together, Sumitomo Life and Symetra have total assets of over $300 billion.[1]

  Symetra has been providing group Life coverage since 1957 and Disability coverage since 1959.

  [1]*As of June 30, 2017.*

- **Describe the firm's experience, expertise, and capabilities, especially with respect to similar clients, that makes it well qualified.**

  Symetra has a 60-year tradition of delivering on our promises. Symetra elevates businesses by helping them provide valued benefits to their employees. We are accomplishing this through a powerful combination of people and technology. We understand that in order to provide superior service you need exceptional people who manage the business "the old fashioned way" through hands-on, face-to-face service. We couple this approach with state-of-the-art IT systems that provide an efficient and effective platform for managing all aspects of our customers benefit programs.

  Symetra Life Insurance Company is a financially strong, well-capitalized company on the rise, as symbolized by our brand icon – the swift. Swifts are quick, hardworking and nimble – everything we aspire to be when serving our customers.

  Our group life and disability products help employees and their families recover financially after a loss of income or the loss of a loved one. Every step of the way – from plan implementation to claim payments – we provide the stability of a large company, with the personal service and flexibility of a smaller one.

  Symetra's consultative approach, backed by experienced professionals with a consistent track record of success, helps ensure you get the plan design you need. Our commitment is to create employee benefits products that people need and understand. We also know the importance of building strong partnerships and approach each prospective client as a new opportunity to demonstrate our commitment to exemplary customer service.

  Three guiding principles – **Value**, **Transparency** and **Sustainability**, or VTS – define how we do business inside and out. VTS is what we promise to our customers and partners every day in our products and interactions. What does it mean?

Value:	We provide products and solutions people need at competitive prices, and we strive to back them up with outstanding service.
Transparency:	We communicate clearly and openly. We build products that people can understand.
Sustainability:	Our products stand the test of time. We are financially disciplined so we'll be here when customers need us.

Evaluation Criteria

G. Competency, experience, qualifications and references

- **Identify key personnel that would be assigned to The City and identify each individual's education, certifications, experience, and qualifications that makes him/her well qualified.**

  The City of Franklin will be assigned a dedicated Account Team made up of a Regional Sales Executive and a Regional Sales Specialist.

  Andy Cookingham, Regional Sales Executive, will be the primary contact for all activities, questions, and concerns associated with this bid during the pre-procurement stage. Andy is located in our Franklin, Tennessee office and can be reached at 615-920-1168, or via email at andy.cookingham@symetra.com.

  Andy brings over 10 years of Life and Disability sales experience in various markets across the country. Andy has been a perennial sales leader and always looks to bring innovative ideas to the marketplace that can benefit his brokers/consultants and their clients alike. He is a graduate of Michigan State University and is currently responsible for serving the Tennessee and Kentucky markets.

  Mary Hewitt, Regional Sales Specialist will be the primary contact for matters related to implementation, administration, billing, and claims.

  Mary Hewitt is a Regional Sales Specialist for the East region of Symetra, and is based in Atlanta, Georgia. With over 40 years of industry experience, Mary has an extensive background in employee benefits and understands the value of superior client service. She has earned her Fellow, Life Management Institute (FLMI) designation.

- **Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and the City.**

  A conflict of interest does not exist between Symetra and/or our key personnel and the City of Franklin, TN.

- **Describe, and provide documentation to support the description of, the firm's financial wherewithal to perform the services requested.**

  Symetra is focused on generating profitable growth in the retirement, employment-based benefits and life insurance markets, while providing value to our policyholders. We believe our future success is directly related to our ability to:

  - offer products that meet consumer demands and have an attractive value proposition;
  - profitably underwrite and price products and services at rates that are competitive and appropriately reflect risk;
  - develop new and strengthen existing relationships with distributors in our key markets; and,
  - invest cash inflows for appropriate duration at rates of return that maintain desired spreads between investment income earned and amounts credited to policy holders.

  We aim to effectively manage capital, prudently allocating resources to opportunities that offer attractive, risk-weighted returns in order to maintain our strong financial strength ratings. We believe that our diverse mix of businesses provides flexibility that will enable us to grow in different economic environments, and our strong balance sheet reflects our commitment to disciplined financial management and stability.

  We have included a copy of our 2017 Consolidated Financial Statements in Section 8 of our response.

Evaluation Criteria

G. Competency, experience, qualifications and references

- **Indicate the ability of the firm to meet the City's insurance requirements (see below).**

  Symetra's insurance program can comply with the insurance requirements requested below.

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	• $1,000,000 Each Occurrence • $1,000,000 General Aggregate • $1,000,000 Personal and Advertising Injury • $1,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder[1] as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Workers Compensation[2]	• Statutory Limits	Certificate Holder[1] only
Employers Liability[2]	• $1,000,000 Bodily Injury Each Accident • $1,000,000 Policy Limit Bodily Injury by Disease • $1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder[1] only
Employee Dishonesty	$500,000 Per Occurrence	Certificate Holder[1] only
Professional Liability	$1,000,000 Combined Single Limit	Certificate Holder[1] only
Cyber	$2,000,000 Cyber Liability $1,000,000 Network and Information Security Expenses	Certificate Holder[1] only

- **At least five references in total should be provided, and one of the five must be a former client. Include complete contact information including e-mail address and number of covered employees. Government or other public-sector references are preferred.**

  Current Reference #1

  City of Vero Beach, FL – 500 employees
  Kathy Taube, Benefits and Risk Administrator
  Phone: 772-978-4923
  Email: KTaube@COVB.org

  Current Reference #2

  Central Florida Regional Transportation Authority dba Lynx – 1,029 employees
  Brian Anderson, Benefits Manager
  Phone: 407-254-6219
  Email: BAnderson@golynx.com

  Current Reference #3

  Lee County Sheriff's Office, FL – 1,842 employees
  Dawn Heikkila, Director of HR
  Phone: 239-477-1331
  Email: dheikkila@sheriffleefl.org

Evaluation Criteria

G. Competency, experience, qualifications and references

Current Reference #4

City of Hollywood, FL – 1,497 employees
Tammie L. Hechler, MPA, SPHR, IPMA-CP, Director, Office of Human Resources
Phone: 954-921-3218
Email: thechler@hollywoodfl.org

Terminated Reference #1

Lake County Board of Commissioners, FL – 1,300 employees
Terminated as of 9/30/2016
Barbara Perry, Risk & Benefits Manager
Phone: 352-343-9769
Email: bperry@lakecountyfl.gov

Symetra Financial Proposal 5

SYMETRA

RETIREMENT BENEFITS LIFE

Symetra Group Life and Disability Insurance Proposal

April 19, 2018

Presented to

City of Franklin

Franklin, TN

Proposed Contract Effective Date 7/1/2018

Proposed Rates

Supplemental Employee Life

Age	Lives	Volume	Rate per $1,000	Monthly Premium	Annual Premium
< 25	1	$150,000	$0.077	$11.55	$138.60
25 - 29	9	$570,000	$0.077	$43.89	$526.68
30 - 34	21	$2,650,000	$0.074	$196.10	$2,353.20
35 - 39	46	$5,120,000	$0.106	$542.72	$6,512.64
40 - 44	46	$4,570,000	$0.173	$790.61	$9,487.32
45 - 49	62	$6,390,000	$0.296	$1,891.44	$22,697.28
50 - 54	31	$2,380,000	$0.481	$1,144.78	$13,737.36
55 - 59	20	$1,720,000	$0.826	$1,420.72	$17,048.64
60 - 64	11	$490,000	$1.015	$497.35	$5,968.20
65 - 69	5	$190,000	$1.523	$289.37	$3,472.44
70 - 74	1	$10,000	$2.929	$29.29	$351.48
75 +	0	$0	$7.375	$0.00	$0.00
Total	**253**	**$24,240,000**		**$6,857.82**	**$82,293.84**

- There are no Supplemental Employee Life commissions.
- Supplemental Employee Life Rates are guaranteed for 3 years

Supplemental AD&D

	Lives	Volume	Rate per $1,000	Monthly Premium	Annual Premium
Employee	253	$24,240,000	$0.030	$727.20	$8,726.40
Spouse	131	$4,610,000	$0.030	$138.30	$1,659.60
Child	118	$1,225,000	$0.030	$36.75	$441.00

- There are no Supplemental AD&D commissions.
- Supplemental AD&D Rates are guaranteed for 3 years

Proposed Rates

Supplemental Dependent Life

Age	Lives	Volume	Rate per $1,000	Monthly Premium	Annual Premium
< 25	0	$0	$0.077	$0.00	$0.00
25 - 29	2	$60,000	$0.077	$4.62	$55.44
30 - 34	13	$400,000	$0.074	$29.60	$355.20
35 - 39	22	$1,080,000	$0.106	$114.48	$1,373.76
40 - 44	24	$840,000	$0.173	$145.32	$1,743.84
45 - 49	30	$970,000	$0.296	$287.12	$3,445.44
50 - 54	19	$650,000	$0.481	$312.65	$3,751.80
55 - 59	15	$450,000	$0.826	$371.70	$4,460.40
60 - 64	4	$120,000	$1.015	$121.80	$1,461.60
65 - 69	2	$40,000	$1.523	$60.92	$731.04
70 - 74	0	$0	$2.929	$0.00	$0.00
75 +	0	$0	$7.375	$0.00	$0.00
Spouse Total	**131**	**$4,610,000**		**$1,448.21**	**$17,378.52**
Child	**118**	**$1,225,000**	**$0.148**	**$181.30**	**$2,175.60**

- There are no Supplemental Dependent Life commissions.
- Supplemental Dependent Life Rates are guaranteed for 3 years

Voluntary Short Term Disability

Age	Lives	Volume	Rate Per $10	Monthly Premium	Annual Premium
< 25	1	$392	$0.320	$12.56	$150.72
25 - 29	4	$1,982	$0.320	$63.44	$761.28
30 - 34	11	$6,436	$0.320	$205.94	$2,471.28
35 - 39	21	$13,402	$0.320	$428.87	$5,146.44
40 - 44	21	$12,297	$0.320	$393.50	$4,722.00
45 - 49	26	$15,236	$0.320	$487.55	$5,850.60
50 - 54	20	$11,625	$0.430	$499.89	$5,998.68
55 - 59	12	$6,631	$0.430	$285.12	$3,421.44
60 - 64	8	$4,072	$0.620	$252.45	$3,029.40
65 - 69	2	$1,021	$0.620	$63.31	$759.72
70 - 74	0	$0	$0.620	$0.00	$0.00
75 +	0	$0	$0.620	$0.00	$0.00
Total	**126**	**$73,094**		**$2,692.63**	**$32,311.56**

- There are no Voluntary Short Term Disability commissions.
- Voluntary Short Term Disability Rates based on $10 of weekly covered benefit
- Voluntary Short Term Disability Rates are guaranteed for 3 years

Supplemental Employee Life and AD&D Insurance

Eligibility:	All full-time active employees working minimum of 30 hours per week
	Eligibility excludes all temporary and seasonal employees

Supplemental Employee Life Insurance	
Classes:	All Active Full-Time Employees
Waiting Period (months):	1 month
Benefit Schedule:	Increments of $10,000
Benefit Maximum:	The Lesser of 5 X Annual Earnings Or $500,000
Benefit Minimum:	$10,000
Guaranteed Issue Amount:	$150,000
Disability Provision:	Premium Waiver If Disabled Prior To Age 60
Premium Waiver Elimination Period:	9 Months
Disability Duration:	To Age 65
Accelerated Death Benefit %:	80%
Accelerated Death Benefit Maximum:	$250,000
Terminal Illness Period:	12 Months Or Less
Definition of Earnings:	Salary
Rounding Method:	Next Higher $1,000
Enhanced No Loss / No Gain:	Included
Portability:	Included
Portability Maximum:	$500,000
Employee Contribution:	100%
Employer Contribution:	0%
Participation Requirement:	25%
Age Reduction:	reduced to - Original volume 100% @ age 65, 100% @ age 70, 65% @ age 75, 50% @ age 80
Suicide Exclusion:	24 Months
Enrollment Type:	Traditional
Conversion:	Included

Supplemental Employee AD&D Insurance	
Classes:	All Active Full-Time Employees
Benefit Schedule:	Increments of $10,000
Benefit Maximum:	The Lesser of 5 X Annual Earnings Or $500,000
Benefit Minimum:	$10,000
Guaranteed Issue Amount:	Match Maximum Benefit Amount
Coverage Type:	24-Hour Coverage
Common Carrier Benefit:	Not Included
Definition of Earnings:	Salary
Rounding Method:	Next Higher $1,000
Enhanced No Loss / No Gain:	Included
Employee Contribution:	100%
Employer Contribution:	0%
Age Reduction:	reduced to - Original volume 100% @ age 65, 100% @ age 70, 65% @ age 75, 50% @ age 80
Conversion:	Not Included
Portability:	Not Included

Supplemental Dependent Life Insurance

Eligibility:	All full-time active employees working minimum of 30 hours per week
	Eligibility excludes all temporary and seasonal employees

Spouse Benefit Schedule:	Increments of $5,000
Spouse Benefit Maximum:	Lesser of 50% of the employees life benefit or $250,000
Spouse Guarantee Issue:	$30,000
Terminal Illness Period:	12 Months Or Less
Rounding Method:	Next Higher $1,000
Enhanced No Loss / No Gain:	Included
Spouse Portability:	Included
Spouse Portability Maximum:	$300,000
Conversion:	Included

Child Benefit Schedule:	Increments of $1,000
Child Benefit Maximum:	$10,000
Child Guarantee Issue:	Match The Benefit Max Quoted
Child Benefit (Live Birth to Start Age)	$1,000
Benefit Start Age:	6 months
Benefit End Age:	26
Child Portability:	Included
Child Portability Maximum:	$10,000
Conversion:	Included

Group Life Provisions Included in this Proposal

Enhanced No Loss/No Gain

Provided the employee was insured under the prior carrier contract and premiums were being paid on the day preceding our effective date, we will waive the actively at work requirement on a no loss/no gain basis. Coverage will not be deferred if an eligible employee is insured under the prior policy and, although not actively at work on the policy effective date, would otherwise meet the eligibility requirements of the policy period. The amount of insurance will be the lesser of the amount of life insurance and AD&D principal sum in effect under the prior policy or shown in the schedule and reduced by any coverage amount in force, paid or payable under the prior policy.

Right of Conversion

If Life Insurance coverage or any portion of it under The Policy ends for any reason, the insured may have the right to convert
the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not
available for:

1. the Accidental Death and Dismemberment Benefits; or
2. any Amount of Life Insurance for which the insured was not eligible under The Policy.

Waiver of Premium

The Waiver of Premium provision allows continuation of life insurance coverage without paying premium if the insured is:
disabled and qualifies for Waiver of Premium. To qualify, an insured must become disabled prior to age 60 and, if approved,
premiums will be waived to age 65 as long as the insured remains disabled. If the insured qualifies, the amount of continued
coverage:

1. will be the amount in force on the date the insured ceases to be an active employee;
2. will be subject to any reductions provided by The Policy; and
3. will not increase.

Accidental Death & Dismemberment Loss Schedule

If the insured sustains an injury which results in any of the following losses within 365 days of the date of accident, we will pay the injured person's amount of Principal Sum or a portion of such Principal Sum, as shown opposite the loss after we receive Proof of Loss in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

No more than the Principal Sum will be paid to any one person, for all losses due to the same accident.

The amount of Principal Sum is shown in the Schedule of Insurance.

Accidental Loss Of:	**Amount of Principal Sum Payable:**
Life	100%
Both hands or both feet or sight of both eyes	100%
One hand and one foot	100%
Speech and hearing in both ears	100%
Either hand or foot and sight of one eye	100%
Movement of both upper and lower limbs (Quadriplegia)	100%
Movement of both lower limbs (Paraplegia)	75%
Movement of three limbs (Triplegia)	75%
Movement of the upper and lower limbs of one side of the body (Hemiplegia)	50%
Either hand or foot	50%
Sight of one eye	50%
Speech or hearing in both ears	50%
Movement of one limb (Uniplegia)	25%
Thumb and index finger of either hand	25%

Additional Benefits:	**Percent**	**Maximum**
Seatbelt	10.0%	$10,000
Airbag	5.0%	$5,000
Repatriation	5.0%	$5,000
Child Education (payable up to 4 years)	2.5%	$2,500
Daycare (payable up to 4 years)	2.5%	$2,500
Rehabilitation Benefit	2.5%	$2,500
Spouse Education	2.5%	$2,500
Adaptive Home and Vehicle Benefit	2.5%	$2,500
Felonious Assault Benefit	10.0%	$25,000
Coma Benefit	1.0%	a month
Critical Burn Benefit	5.0%	$5,000
Therapeutic Counseling Benefit	5.0%	$5,000
Exposure and Disappearance Benefit		Included

Accidental Death & Dismemberment Exclusions

The Policy does not cover any Loss caused or contributed by:

- Intentionally self-inflicted Injury;
- Suicide or attempted suicide, whether sane or insane;
- War or act of war, whether declared or not;
- Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority except Reserve National Guard Service;
- Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- Injury sustained while On any aircraft:

a) as a pilot, crewmember or student pilot;

b) as a flight instructor or examiner;

c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization whose eligible persons are covered under The Policy;

d) being used for tests, experimental purposes, stunt flying, racing or endurance tests; or

- Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- Injury sustained while riding or driving in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds;
- Injury sustained while committing or attempting to commit a felony;
- Injury sustained while Intoxicated; or
- Injury sustained while driving while Intoxicated.

Intoxicated means:

1) the blood alcohol content;
2) the results of other means of testing blood alcohol level; or
3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

Reserve National Guard Service means: You or Your Spouse are:

1) attending or en route to or from any active duty training of less than 60 days;
2) attending or en route to or from a service school of any duration;
3) taking part in any authorized inactive duty training; or
4) taking part as a unit member in a parade or exhibition authorized by official orders.

Short Term Disability Insurance

Eligibility:	All full-time active employees working minimum of 30 hours per week
	Eligibility excludes all temporary and seasonal employees

Classes:	All Active Full-Time Employees

Waiting Period (months):	1 months
Benefit Type:	Variable
Benefit Percent:	60%
Maximum Weekly Benefit:	$750
Minimum Weekly Benefit:	$25
Accident Elimination Period (Days):	14
Sickness Elimination Period (Days):	14
Benefit Duration (Weeks):	11
Definition of Disability:	Regular Occ Residual
Coverage Basis:	Non Occ Coverage
First Day Hospital:	No: Inpatient
Contributory:	Contributory
Employer Contribution Percent:	0%
Employee Contribution Percent:	100%
Premium Contributions:	Post Tax
Minimum Participation Percent:	18%
Pre-Existing Condition Limitation:	3/12
Pay Employer FICA:	No

Short Term Disability Provisions Included in this Proposal

Actively at Work:

If you are not in active employment as a result of your injury or a sickness, then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

Continuity of Coverage:

We will cover you under this plan if you were insured by the prior group insurance plan, and the cost of your coverage under the prior group insurance plan was paid.
Our payments to you will be limited to the monthly amount the prior group insurance plan would have paid you had the plan stayed in effect. Our payments will be reduced by any amount the prior group insurance plan is responsible for paying.
Prior group insurance plan means the group short term disability plan in effect with the employer just before the effective date of this plan.

Elimination Period:

The disability benefit payment begins the later of the elimination period listed in the proposal, the date salary continuation ends or the date accumulated sick leave ends. The elimination period is a period of continuous days of disability (trial work days may be available). The elimination period begins on the first day of your disability.

Disabled/Disability means our determination that your sickness or injury:

Prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer; and
as a result, the income you are able to earn is less than or equal to 80% of your pre-disability earnings.

Material and substantial duties are the duties that:

are normally required for the performance of the occupation;

AND

cannot be reasonably omitted or changed.

Recurrent Disability

14 day recurrent disability/temporary recovery: If the insured recovers and returns to work, and the same sickness or injury causes the disability to occur again within 14 days of the date prior disability ended, Symetra will resume monthly payments if the insured is covered under the policy for the period of temporary recovery.

Short Term Disability Provisions Included in this Proposal

Pre-Existing Condition Limitation:

Pre-existing condition is a sickness or injury:
- for which you received treatment; or
- where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

within the three months prior to your effective date of coverage.

Treatment includes:
- consulting with a doctor
- receiving care or services from a doctor or from other medical professionals a doctor recommends you see
- taking prescribed medicines
- being prescribed medicines
- you should have been taking prescribed medicines but chose not to
- receiving diagnostic measures.

Exclusions:

We will not cover a disability if it is due to:
- War, declared or not, or any act of war;
- Intentionally self-inflicted injuries or illness, while sane or insane;
- Your active participation in a riot;
- Your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- An injury arising out of, or in the course of, any work for wage or profit;
- A sickness for which you are entitled to benefits under any Workers' Compensation Act, Occupational disease law, Compulsory Benefit Act or law or similar law, unless you are a partner or sole proprietor not covered by any of these acts or laws;
- Your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- Cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- An accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- An accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

Qualifications and Deviations

- Symetra reserves the right to review and evaluate changes, deviations and qualifications that we have put forth in our proposal. The coverage being offered is predicated on all of the above information being accurate and correct to the best of the [employer's/prospective client's] knowledge and belief. If any of these conditions are not satisfied, we reserve the right to adjust pricing accordingly, withdraw this proposal from consideration or rescind coverage.

Qualifications:

- This quote assumes a situs state of TN and an SIC of 9111
- Any policy sold and issued in the State of New York is insured and underwritten by First Symetra National Life Insurance Company of New York, a New York-licensed insurer.
Any policy sold and issued in any state other than the State of New York is insured and underwritten by Symetra Life Insurance Company, an Iowa-domiciled insurer that is licensed in all states except New York.
- All rates assume a non-participating financial arrangement. Symetra reserves the right to revise the quote if the data provided is not accurate or if the lives or volume change by +/- 10% after initial enrollment.
- Unless otherwise stated, this quote assumes all eligible employees are residents in the United States Citizens and on the U.S. payroll.
- This quote assumes that the employees benefit plan will be governed by ERISA.
- Grace period is 31 days unless regulated by state law.
- By signing the accompanying Application for Group Insurance and providing a binder payment of one month of premium, the applicant accepts the issuance of a group policy according to the terms of this proposal.
- Policies and certificates of insurance will be delivered electronically as PDF attachments. A fee may apply for printing and delivery of paper certificates if requested. You may not modify the electronic certificates in any way, and are responsible for providing current versions of certificates, including amendments, to certificate holders.
- Quote assumes premium billing will be on a self-administered basis.
- Quote excludes temporary, part time and seasonal employees.
- Coverage is subject to exclusions and limitations.
- If applicable law in the state of policy issuance changes, then any provision of this policy which conflicts with the such law will be construed to comply with such law.
- We reserve the right to reprice if any taxes are changed.
- It is Symetra's intent to match the requested benefits. However, Symetra's standard policy provisions will apply as our policy is filed and approved in the state where the policy will be issued. If there are employees located in other states, Symetra will need to comply with any extraterritorial requirements of those other states. Some states may require Symetra to file its policy language and may require us to make modifications for the residents of that state.
- A copy of the prior policy must be submitted at the time the case is sold
- A copy of a current billing statement to verify covered lives and volumes is required at time of sale.
- This proposal is not intended as a contract. Policy provisions, exclusions and limitations will be subject to Symetra Life Insurance Company or First Symetra National Life Insurance Company of New York standard provisions. If there is any conflict between this proposal and a subsequently issued group policy, the policy will prevail. The limitations and exclusions of any policy issued will comply with state insurance laws and regulations as applicable. The agent/broker does not have authority to bind or modify the terms of this offer without prior written approval from Symetra Life Insurance Company of First Symetra national Life Insurance Company of New York.
- Quote is based on the census presented and actual cost will be based on the data submitted at sold case time. Should there be any changes in the original data quoted - number of lives, class occupations, salaries, or other pertinent facts - the case will be subject to new underwriting to determine acceptability of the group, the policy provisions and the rate may be changed.

Qualifications:

- This offer expires if not accepted within 31 days of the proposed policy effective date.
- The proposal is subject to the approval of the company's board of directors, or a committee thereof, of the related party transaction, if any, that would result from issuance of the policy.
- A final sold case census is required at time of sale. Census must include lives, classes, and volume by coverage line, and work or home address.
- A copy of a current billing statement to verify the number of covered lives and volumes is required at time of sale.
- By signing the accompanying Application for Group Insurance, the applicant accepts the issuance of a group policy according to the terms of this proposal.
- Rates do not include third party administrator (TPA) or general agent (GA) fees or commissions. The rates will be increased to reflect any additional fees or commissions payable by Symetra other than those noted in this proposal.
- Additional Experience, Billing and/or loss units exceeding Symetra's standard may be subject to charges.
- This quote is conditional on satisfying Symetra's concentration of risk requirements. Please provide a list of locations with 500 or more lives, outlining the address and number of lives at the location. Terms of quote are subject to change based on Symetra's evaluation of concentration of risk information received.

Life Qualifications:

- Proposed rates are contingent on writing all lines including Basic Life, Basic AD&D, and Supplemental Life and AD&D coverages as a package.
- Symetra requires a list of all employees eligible for life insurance not actively at work. Symetra must review and approve this list before binding coverage.
- Our proposal assumes that we are not grandfathering any employees outside of the plan design. Any employees that have coverage that does not meet our plan design will have their coverage decrease to the closest amount that meets our quoted plans.
- Traditional EOI Enrollment: Traditional EOI enrollments assume scheduled annual enrollment periods and standard Evidence of Insurability requirements will apply meaning EOI is required for all late entrants, increases in coverage and for amounts in excess of the guarantee issue.

Life Deviations:

- Spouse maximum is $250,000
- Accelerated Death Benefit percentage is 80%
- Additional Life and AD&D Benefits quoted may differ from current; please refer to Life and AD&D Loss Schedule.

Short Term Disability Qualifications:

- Rates assume participation in Social Security and Workers' Compensation Insurance plan and integration with any salary continuation program.
- Evidence of insurability/proof of good health is required for applicants who apply for contributory/voluntary coverage more than 31 days after first becoming eligible.
- Employees must be actively at work to become eligible. This policy does not replace or affect requirements for coverage by Workers' Compensation Insurance or State Disability Insurance.
- Coverage will continue while employees are on FMLA.
- Salary continuation and accumulated sick leave are included.
- Traditional EOI Enrollment: Traditional EOI enrollments assume scheduled annual enrollment periods and standard Evidence of Insurability requirements will apply meaning EOI is required for all late entrants, increases in coverage and for amounts in excess of the guarantee issue.

Tennessee State License 7

State of Tennessee

THE DEPARTMENT OF COMMERCE AND INSURANCE

DIVISION OF INSURANCE

Whereas, the **Symetra Life Insurance Company (NAIC #68608)** a corporation organized under the laws of the State of **Washington** and located at **Bellevue, Washington**, having complied with such of the requirements of the Insurance laws of Tennessee as are applicable to the said corporation in order to enable it to transact business herein; therefore, I, Commissioner of Commerce and Insurance, do hereby license and authorize the said **Symetra Life Insurance Company** subject to all the requirements and conditions of the laws to transact the business of **Life, Accident and Health, and Variable Contracts** Insurance in the State of Tennessee, from **January 31, 2006,** until suspended or revoked.

In witness whereof, I have hereunto set my hand and caused the seal of my office to be affixed, at City of Nashville, in the State of Tennessee, this **31st** day of **January,** A.D. **2006.**

Paula A. Flowers

Commissioner of Commerce and Insurance

To learn more, visit www.symetra.com.
In New York, visit www.symetra.com/ny.

Symetra Life Insurance Company and First Symetra National Life Insurance Company of New York (collectively, 'Symetra') are subsidiaries of Symetra Financial Corporation. Each company is responsible for its own financial obligations. Symetra Life Insurance Company and Symetra Financial Corporation do not solicit business in the state of New York and are not authorized to do so.

Group benefits are insured by Symetra Life Insurance Company, 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004.

In New York, group benefits are insured by First Symetra National Life Insurance Company of New York, New York, NY. Mailing address: P.O. Box 34690, Seattle, WA 98124.

Product availability may vary by state and products are not available in any U.S. territory.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2018-0082)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions
City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.

4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:	In the case of Vendor:
City of Franklin	Symetra Life Insurance Company
Attn: Purchasing Manager	Attn: Lisa Marecki
Re: City of Franklin Purchasing Office Solicitation No. 2018-015	
109 Third Ave. South	1699 King Street, Suite 106
P.O. Box 305	
Franklin, TN 37065-0305	Enfield, CT 06082
FAX: 615-550-0079	
E-mail: purchasing@franklintn.gov	E-mail: lisa.marecki@symetra.com

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.

6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.

7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.

8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.

10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned by the negligence of the City of Franklin.

13. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

15. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to

goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.

17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2018-0082)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
1/10/2019	Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	not indicated	City of Franklin 109 Third Avenue South Franklin, TN 37064	Commercial General Liability	1/21/2019
				Workers Compensation and Employers' Liability	1/21/2019
				Employee Dishonesty	1/21/2019
				Professional Liability	1/21/2019
				Cyber	1/21/2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 425-709-3600 **FAX (A/C, No):** 425-709-7460 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Atlantic Specialty Insurance Co. **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Symetra Financial Corporation Attn: Corporate Insurance - 15th Flr 777 108th Ave NE, Suite 1200 Bellevue, WA 98004	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [x] LOC	X		7120085180005	01/21/2018	01/21/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4060402690005	01/21/2018	01/21/2019	[x] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Workers Compensation And Employers' Liability			7120085180004 ** OH, WA Stop Gap Employers Liability	01/21/2017	01/21/2018	EA Accident:1,000,000;Disease EA Emp:1,000,000;Disease Pol Limit:1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

INSR: Beazley Insurance Co. | INS TYPE: Professional Liability - Network Security/Cyber Liability | | POLICY NUMBER: PH1806696 (01/21/2018 - 01/21/2019)PH1806696 | LIMITS: 2,000,000;
INSR: Columbia Casualty | INS TYPE: Professional Liability | | POLICY NUMBER: 425506573 (01/21/2018 - 01/21/2019)425506573 | LIMITS: 1,000,000;
INSR: Federal Insurance Company | INS TYPE: Financial Institution Bond | | POLICY NUMBER...
(See Attached Description)

CERTIFICATE HOLDER

City of Franklin
109 Third Avenue South
Franklin, TN 37064

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

: 81999468 (01/21/2018 - 01/21/2019)81999468 | LIMITS: 5,000,000;

City of Franklin is listed as additional insured on the general liability policy per the attached endorsements/forms.

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs **4.** or **6.**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

a. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or

3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless

(a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and

(b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured – Broad Form Vendors provision of this endorsement;

3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

5. To any:

(a) Lessor of equipment after the equipment lease terminates or expires; or

(b) Owners or other interests from whom land has been leased; or

(c) Managers or lessors of premises if:

(1) The "occurrence" takes place after you cease to be a tenant in that premises; or

(2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury, or "property damage" occurring after:

(a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

c. **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

3. AGGREGATE LIMIT PER LOCATION

a. Under **Section III – Limits of Insurance,** the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

b. Under **Section V – Definitions,** the following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. ALIENATED PREMISES

Paragraph **j. (2)** of **2. Exclusions** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurs from hazards that were known to you or should have been known to you, at the time the property was transferred or abandoned.

5. BLANKET WAIVER OF SUBROGATION

Section IV –Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

6. BODILY INJURY REDEFINED – MENTAL ANGUISH

Under **Section V Definitions**, the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

7. BROADENED NAMED INSURED

Section II–Who Is An Insured is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

8. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

a. The **Damage To Property** exclusion under **Section I** Coverage **A** is amended as follows:

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Connecticut)
) SS
County of Hartford)

On behalf of Bidder/Proposer, Lisa Marecki agrees that:
(printed name of person signing Agreement)

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

Symetra Life Insurance Company,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned by the negligence of the City of Franklin; and

4. This Agreement is made on personal knowledge.

Lisa L. Marecki
(signature of person whose printed name appears above)

Vice President of Underwriting
Group Life, Disability & Select Benefits
(title of person whose printed name appears above)

Sworn and subscribed to before me this 21st day of February, 2019

Susan E Garcia
(Notary Public)

My Commission Expires: 08/31/2023

SUSAN E GARCIA NOTARY PUBLIC MY COMMISSION EXPIRES 8/31/2023 STATE OF CONNECTICUT

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018 - 015)

Form revised 12/12/2016, modified 1/14/2019

Attachment No. 5

NOTICE OF CONFIDENTIALITY & PROPRIETARY RIGHTS

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2018-015

THE CONTENTS OF THE CITY OF FRANKLIN, TENNESSEE PROCUREMENT AWARD MADE PURSUANT TO THE CITY'S PROCUREMENT SOLICITION REFERENCED ABOVE, AND SOME OR ALL INFORMATION THAT MAY BE OBTAINED IN THE COURSE OF ITS PERFORMANCE, MAY INCLUDE HIGHLY CONFIDENTIAL INFORMATION THAT MAY SUBJECT ANYONE DISCLOSING SUCH INFORMATION TO CIVIL AND CRIMINAL PENALTIES IMPOSED BY LOCAL, STATE AND FEDERAL LAW.

The successful Vendor must necessarily be granted access to public and private information that may be confidential under the Tennessee Open Records Law and other privacy laws.

CONFIDENTIAL INFORMATION

As a result of the procurement award, the parties may provide each other with Confidential Information. For the purposes of this Notice, "Confidential Information" is any information disclosed or discovered in written, graphic, verbal, or machine-recognizable form, whether or not clearly marked, designated, labeled or identified as such. Notwithstanding any other provisions of this Notice, Confidential Information shall not include any information that:

1. is or becomes publicly known through no wrongful act of the receiving party;
2. is already known to the receiving party without restriction when it is disclosed;
3. is, or subsequently becomes, rightfully and without breach of this Notice, in the receiving party's possession without any obligation restricting disclosure;
4. is independently developed by the receiving party without breach of this Notice;
5. is explicitly approved for release by written authorization of the disclosing party; or
6. is required to be disclosed under state or federal law.

Each party agrees to:

1. maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except (i) as reasonably required by Vendor's reinsurers, (ii) in conjunction with Vendor's standard underwriting practices and procedures or (iii) as authorized by the disclosing party in writing or as required by state or federal law or by a court of competent jurisdiction;
2. restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information;
3. take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing and requiring written acknowledgements from its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and
4. use such Confidential Information only in furtherance of the performance of this Notice.

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2018-015

Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the Vendor to use the Confidential Information in the manner and to the extent permitted by the scope of work. Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of Vendor's intentional, negligent, inadvertent or unintentional release of City documents or information.

PRESERVATION OF CITY'S PROPRIETARY RIGHTS, RIGHTS OF THIRD PARTIES

The City, including its contractors, agents, employees and any third-party manufacturers of any equipment, and the copyright owner of any Non-Vendor Software shall own and retain all of their respective Proprietary Rights in any Equipment and Software. Nothing in this Notice is intended to restrict the Proprietary Rights of Vendor, any copyright owner of Non-Vendor Software, or any third-party manufacturer of equipment. All intellectual property developed, originated, or prepared by Vendor in connection with providing to City consulting services in connection with the evaluation of the City's equipment, software, or related systems and services remain vested exclusively in City, and this Notice does not grant to Vendor any shared development rights of intellectual property. Exclusive title to all data input, generated by or transferred into or out of the City's system by City shall remain vested in City.

Nothing in this Notice will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Vendor's Proprietary Rights. City agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

I HAVE READ THE ABOVE TERMS, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM UNDER PENALTY OF LAW.

SO ACKNOWLEDGED:

Signature of authorized representative of Vendor

6/18/2018

Date

Employee's signature

(to be signed by each employee at the time of commencement of services)

Date

Attachment No. 6

APPLICATION FOR GROUP INSURANCE

SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

Application for Group Insurance

Name of Applicant: City of Franklin

Address: 109 Third Ave. South
(Street)

Franklin (City) | TN (State) | 37065 (Zip)

applies to Symetra Life Insurance Company, for:

- ☑ Group Short Term Disability Insurance
- ☐ Group Long Term Disability Insurance
- ☑ Group Term Life Insurance

If Symetra Life Insurance Company (Symetra) approves this application, the policy(ies) indicated above will be issued. The applicant agrees that its acceptance of a policy will be an approval of the policy terms.

This application supersedes any previous application.

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalites may include imprisonment, fines or denial of insurance benefits.

Signed at (City) Franklin, (State) Tennessee

Date signed: 4-8-2019

City of Franklin

By Eric S. Stuckey

Title City Administrator

Agent Name (printed) _____

Agent Signature _____
Resident Licensed Agent where required by law

Instructions: (1) Sign and return to Symetra.
(2) Retain copy with your policy.

Attachment No. 7

TAX SERVICES AGREEMENT

Click here to clear form.

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200, Bellevue, WA 98004

Claims Department Mailing Address:
PO Box 1230 | Enfield, CT 06083
Phone 1-877-377-6773 | Fax 1-877-737-3650 | TTY/TDD 1-800-833-6388

Symetra Life Insurance Company
Tax Services Agreement

Policyholder: City of Franklin

Policy(ies):	Effective Date	Policy Number
☑ Group Short Term Disability Income Insurance:	07/01/2018	01-017789-00
☐ Group Long Term Disability Income Insurance:		

Tax Services Effective Date: July 1, 2018

Policyholder Tax Identification Number (TIN): 62-6000290

This Tax Services Agreement (the "Agreement") is between Symetra Life Insurance Company (herein "Symetra," "We," "Us," or "Our") which has issued and insures the group insurance policy(ies) named above (the "Policy") and the Policyholder (herein "You" or "Your").

IN CONSIDERATION OF the mutual promises contained herein and in the Policy(ies), You and We agree as follows.

A. STANDARD TAX SERVICES

1. You authorize Us to, and We will, withhold and deposit applicable and properly elected United States federal income taxes and state income taxes as well as applicable employee FICA taxes from disability benefits/sick pay. We will make timely filings with the appropriate United States federal and state agencies.

2. We will deposit the taxes using Our tax identification number and will timely notify You of these payments. We will provide this notification to You on Sick Pay Reports.

3. We assume no responsibility for Your share of FICA taxes, except to the extent that You elect Our STD FICA Match Service or LTD FICA Match Service pursuant to this Agreement.

4. We assume no responsibility for any other payroll or employment related tax, fee, premium or the like including Federal Unemployment Insurance (FUTA) and State Unemployment Insurance (SUTA), State Disability Insurance, State or Local Occupational Taxes, other jurisdictional taxes such as municipal, city or county taxes, or any Workers' Compensation Tax which may be applicable to the disability benefits We are paying.

5. We will prepare and deliver to You the annual summary reports of benefits paid.

6. The territory of service is limited to the United States of America.

B. SUPPLEMENTAL TAX SERVICES

You authorize Us to, and We will provide, the Supplemental STD Tax Services and Supplemental LTD Tax Services, as applicable, selected in Appendix A (if any). If you decline all Supplemental STD Tax Services and Supplemental LTD Tax Services, We will provide only the Standard Tax Services set forth above.

C. HOW TAX SERVICES APPLY TO YOUR LOCATIONS, DIVISIONS, OR EMPLOYEE CLASSES

Our tax services under this Agreement will apply to all locations, divisions and/or classes of the Policy(ies).

☑ Yes

☐ No

If no, complete Appendix B, listing all locations, divisions and/or classes that will have tax services that differ from the selections in the Supplemental STD Tax Services form and Supplemental LTD Tax Services form, as applicable.

D. GENERAL PROVISIONS

1. Term

This Agreement will be effective until the conclusion of all tax reporting periods associated with the Policy(ies), unless this Agreement is terminated earlier by mutual agreement of the parties.

2. Changing Selected Tax Services

You agree that any service change regarding Forms W-2 must be requested in writing on or before November 15th of the current tax year. Any change in W-2 Services after November 15th may result in employees receiving Forms W-2 after January 31st or possible duplicate forms issued from both Us and You.

You agree that any service change regarding STD FICA Match Service or LTD FICA Match Service will be effective on January 1st following the date on which a new Supplemental STD Tax Services form or Supplemental LTD Tax Services form has been signed and submitted to Us.

3. Accurate and Timely Information

You agree to provide Us with accurate and timely information to provide selected tax services, including information to determine the taxable portion of the benefits. Submission of incorrect taxable portion of benefits by You which later requires Us to retroactively correct claimant net benefits may result in fees payable to Us to cover reasonable processing.

4. Reporting

We make available to you an online Portal (the “Portal”) that will enable You to generate or obtain certain reports, which may include the Sick Pay Reports. Unless otherwise noted by You in writing to Us, You agree to utilize the Portal to generate or obtain reports that are available via the Portal, including Sick Pay Reports (as applicable), and will not look to Us to provide such reports via any other delivery method. You agree to give Us prompt written notice of (i) any suspected error or omission or (ii) Your inability to generate or obtain reports via the Portal.

From time to time, You may request that We provide ad-hoc reports and analysis. Prices for such reports will be mutually agreed to by the parties.

5. Hold Harmless

Except to the extent prohibited by applicable law, rule, regulation or opinion of the Office of the Attorney General of State of Tennessee, You agree to indemnify and hold Us harmless from any and all liability, including but not limited to fines or penalties that may result from erroneous, incomplete, or untimely information provided by You to Us in connection with the selected tax services and Our performance of the services under this Agreement.

6. Pricing for Selected Tax Services

You agree that the STD FICA Match Service and LTD FICA Match Service will require underwriter review. If selection of this service results in a change in premium, We will promptly notify You.

7. Entire Agreement

This Agreement and any attached Appendices embody the entire agreement between Us and You concerning Our provision of tax services in conjunction with the Policy(ies). There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement will supersede all previous communications, prior business relationships, representations or agreements, either verbal or written, between the parties. This Agreement may be modified only by agreement of the parties in writing.

Signed for the Policyholder:

Eric S. Stuckey
Signature of Authorized Representative

Eric S. Stuckey, City Administrator
Name and Title of Authorized Signer

4-8-2019
Date

Signed for Symetra Life Insurance Company:

Signature of Authorized Representative

Name and Title of Authorized Signer

Date

SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200, Bellevue, WA 98004

Claims Department Mailing Address:
PO Box 1230 | Enfield, CT 06083
Phone 1-877-377-6773 | Fax 1-877-737-3650 | TTY/TDD 1-800-833-6388

Appendix A to Tax Services Agreement

Supplemental STD Services

W-2 SERVICES (select one)

☑ You **authorize** Us to, and We will, prepare Forms W-2 for payees and file such forms with the appropriate United States federal and state agencies.

- We will postmark by January 31st of each year, or such other date required by law, Forms W-2 containing sick pay information to payees and make information return filings in accordance with Federal and State requirements regarding income tax, Social Security, and Medicare tax.
- We will issue Forms W-2 using Our tax identification number.
- If the Policy is terminated, We will continue to provide Forms W-2 and make information return filings for disability benefits/sick pay payments on all claims incurred prior to termination of the Agreement.

☐ You **decline** Our service to prepare Forms W-2 for payees or file Federal and State information returns reporting disability benefits/sick pay. We will provide You by January 15th of each year the information required by Federal law to enable You to prepare Forms W-2 for its active and terminated employees.

If You decline W-2 services, STD FICA Match Service may not be selected below.

STD FICA MATCH SERVICE (select one)

☐ You **authorize** Us to, and We will, pay Your share of FICA taxes. You agree that adding STD FICA Match Service will require underwriter review. If selection of this service results in a change in monthly premium or fees, We will promptly notify You.

If You request a monthly invoice itemizing the FICA taxes paid on Your behalf, You agree to remit payment to Us upon receipt of the invoice. When invoicing is requested, You must remit payment to Us within three business days of receipt of Our monthly invoice.

W-2 Services must be selected above if You authorize STD FICA Match Services.

☑ You **decline** Our FICA Match Service and will report and deposit Your share of any FICA tax withheld from benefits paid, if applicable.

Signed for the Policyholder:	Signed for Symetra Life Insurance Company:
Eric S. Stuckey	
Signature of Authorized Representative	Signature of Authorized Representative
Eric S. Stuckey, City Administrator	
Name and Title of Authorized Signer	Name and Title of Authorized Signer
4-8-2019	
Date	Date

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200, Bellevue, WA 98004

Claims Department Mailing Address:
PO Box 1230 | Enfield, CT 06083
Phone 1-877-377-6773 | Fax 1-877-737-3650 | TTY/TDD 1-800-833-6388

Appendix B to Tax Services Agreement

Listing of all Locations, Divisions and/or Classes that will have Different Tax Services

Attachment No. 8

ELECTRONIC CERTIFICATE USE AGREEMENT

SYMETRA
RETIREMENT | BENEFITS | LIFE

Electronic Certificate Use Agreement

between
Symetra Life Insurance Company ("Symetra")
and

Policyholder name: City of Franklin

Policy number: 01-017789-00 Policy Effective Date: 7/1/2018

IMPORTANT NOTICE REGARDING YOUR REQUEST TO RECEIVE ELECTRONIC CERTIFICATES:

- The Policyholder has the right to request paper copies of current certificates at any time.
- Symetra will continue to send electronic certificates until the contract terminates or the Policyholder cancels the request to receive electronic certificates.
- The Policyholder has the right to cancel the request to receive electronic certificates at any time.
- Electronic certificates will be sent to the Policyholder as email attachments. They will be in the form of PDF documents, so the Policyholder will need the ability to access and retain this type of document.

Symetra agrees to the Policyholder's request to provide certificates in electronic form. The Policyholder agrees to the following:

- The Policyholder will in no way modify the electronic certificate provided by Symetra.
- Symetra will send the Policyholder a new electronic certificate when contract amendments require the certificate to change. It is the Policyholder's responsibility to make the correct electronic certificate available to insureds. Symetra is not responsible if the Policyholder makes an incorrect electronic certificate available to insureds.
- It is the Policyholder's responsibility to inform all insureds when their certificates are modified due to contract amendments.
- It is the Policyholder's responsibility to request paper certificates from Symetra and provide them to insured individuals who request them. The Policyholder must also maintain records of the insured individuals who request paper certificates. Symetra will provide paper certificate updates upon request.

- All claims will be paid based on the most recent contract and amendments Symetra provides. In the event a certificate and the contract do not agree, the contract will prevail.
- The Policyholder agrees that the electronic certificate provided to it by Symetra will be disseminated by the Policyholder **only** to the insured individuals entitled thereto.
- The Policyholder agrees to defend and hold Symetra harmless from any liability resulting from the Policyholder's use of the electronic certificate.

This agreement must be signed, dated and returned to Symetra in order for the Policyholder to receive electronic certificates.

Agreed: David A Goldstein
David Goldstein Secretary, Symetra Life Insurance Company

Agreed: Eric S. Stuckey 4-8-2019
(Authorized signature for the Policyholder) Date signed

Printed name and title of signer: Eric S. Stuckey, City Administrator

(1) Sign and return to your Symetra Life Insurance Company representative.

(2) Retain copy with your policy.