The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, OCTOBER 3, 2023

335 SW 2ND Avenue
South Bay, FL 33493
www.southbaycity.com
Phone: 561-996-6751 Fax: 561-996-7950

Mayor:	**Joe Kyles Sr.**
Vice Mayor:	**Betty Barnard**
Commissioner:	**Esther E. Berry**
Commissioner:	**Taranza McKelvin**
Commissioner:	**Albert L. Polk**
City Manager:	**Leondrae D. Camel**
City Attorney:	**Burnadette Norris-Weeks**

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not; however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON AGENDA ITEM

I. **Consent Agenda Item –** These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.

II. **Regular Agenda Items –** These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.

III. **Public Hearing Items –** This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity for the Public to Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION: MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall

then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting.

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

CITY OF SOUTH BAY

CITY COMMISSION WORKSHOP

CITY HALL CHAMBER

TUESDAY, OCTOBER 3, 2023

6:30 PM

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

a. Agenda Items

4. ADJOURNMENT

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER

TUESDAY, OCTOBER 3, 2023

7:00 PM

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.

1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS AND PROCLAMATIONS *(Up to 5 minutes)*

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

5. CONSENT AGENDA

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

a. Regular City Workshop and City Meeting
Approval of City Minutes – September 19, 2023

5.a. Meeting Minutes September 19, 2023

b. Regular City Workshop and City Meeting
Approval of Meeting Agenda - October 3, 2023

6. RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)

a. RESOLUTION 44-2023
A RESOLUTION OF THE CITY OF SOUTH BAY RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 16-22, 2023 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

b. RESOLUTION 45-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, EXPRESSING SUPPORT FOR THE EXTENSION AND CONTINUATION OF THE PALM BEACH COUNTY ONE-CENT SALES SURTAX TO FUND LOCAL INFRASTRUCTURE PROJECTS THROUGH DECEMBER 21, 2036; AUTHORIZING EXPRESSING SUPPORT OF ONE CENT SALES TAX, PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

6.b. One-Cent Surtax

c. RESOLUTION 46-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ALLSTATE BENEFITS SELF-FUNDED PROGRAM AGREEMENT FOR THE PROVISION OF HEALTH INSURANCE BENEFITS FOR CITY EMPLOYEES AND THEIR FAMILIES; PROVIDING FOR AN EFFECTIVE DATE

6.c. Health Care Enrollment

d. RESOLUTION 47-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF

SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2024 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE

6.d. Legislative Priorities 2023

e. RESOLUTION 48-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

6.e. State Funded Grant Agreement

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP REPORT

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY, FL

CITY/BUDGET WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, SEPTEMBER 19, 2023
6:30PM

Present:

Mayor Joe Kyles
Vice Mayor Betty Barnard
Commissioner Esther Berry
Commissioner Taranza Mckelvin
Commissioner Albert Polk

Staff

Leondrae Camel, City Manager
Vicenta DelBosquez, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Massih Saadatmand, Finance Director
Nepoleon Collins, Economic and Business Development Director
Caroline Larris, Community Engagement Coordinator

(Full recording/discussion available through the City Clerk/City website)

1. CALL TO ORDER at 6:33pm

2. ROLL CALL

3. DISCUSSION
a. Budget
b. Agenda Items

4. ADJOURNMENT at 6:58pm
Moved by: Commissioner Mckelvin
Seconded by: Commissioner Polk

CITY OF SOUTH BAY, FL

REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, SEPTEMBER 19, 2023
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on September 19, 2023 at 7:00 p.m.

(Full recording/discussion available through the City Clerk/City website)

Present:

Mayor Joe Kyles
Vice Mayor Betty Barnard
Commissioner Esther Berry
Commissioner Taranza McKelvin
Commissioner Albert Polk IV

Staff:

Leondrae Camel, City Manager
Vicenta Del Bosquez, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Massih Saadatmand, Finance Director
Nepoleon Collins, Economic and Business Development Director
Caroline Larris, Community Engagement Coordinator

1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF VOTING CONFLICTS: ***NONE***

3. PRESENTATIONS AND PROCLAMATIONS *(Up to 5 minutes):*

a. FLC Representative Scott Dudley Director, Field Advocacy and Federal Affairs
b. Brenda Bryant Legislative Aide for Senator Berman Office
c. Bruce Hightower, Principal-Updates
d. Pastor Bing, Food Drive
e. John Paul Metellius, Realtor

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:

5. CONSENT AGENDA

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commission. or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the agenda.

5a. Regular City Workshop and City Meeting: September 5, 2023

5b. Regular City Workshop and City Meeting
Approval of Meeting Agenda – September 19, 2023

Approve Consent Agenda
Moved by: Vice Mayor Barnard
Seconded by: Commissioner Mckelvin

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

6. RESOLUTIONS- (Non- Consent) and Quasi-Judicial Hearing, if applicable)

a. RESOLUTION NO. 39-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, PIGGYBACKING AN AGREEMENT BETWEEN SOURCEWELL AND BRIGHTLY SOFTWARE, INC. F/K/A DUDE SOLUTIONS, INC. FOR THE PROVISION OF PUBLIC SECTOR AND EDUCATION ADMINISTRATION SOFTWARE SOLUTIONS WITH RELATED SERVICES; PROVIDING FOR AN EFFECTIVE DATE

6.a. Purchasing Contract

Moved by: Commissioner Mckelvin
Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

b. RESOLUTION NO. 40-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

6.b. 2024 NEAT Agreement

6.b. Insurance Verification Form

Moved by: Commissioner Mckelvin
Seconded by: Commissioner Berry

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

c. RESOLUTION 41-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE TRAFFIC CALMING DEVICES FROM VARIOUS SUPPLIERS IN THE AGGREGATE AMOUNT OF $48,723.24 FOR ROSENWALD ELEMENTARY SCHOOL ZONE SIGN IMPROVEMENTS BASED ON THE PALM BEACH COUNTY WALK AND BIKE SAFETY AUDIT PURSUANT TO THE TECHNICAL MEMORANDUM SUBMITTED BY C.A.P. ENGINEERING, INC. D/B/A CAP ENGINEERING; PROVIDING FOR AN EFFECTIVE DATE

6.c. Rosenwald Sign Improvement Memo

Moved by: Vice Mayor Barnard
Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

d. RESOLUTION NO. 42-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE

6.d. DR 420

Moved by: Commissioner Berry
Seconded by: Vice Mayor Barnard

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

e. RESOLUTION 43-2023 A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

6.e. 2024 Budget

Moved by: Commissioner Berry
Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

7. ORDINANCE
a. ORDINANCE NO. 03-2023
AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI ENTITLED "FINANCE", SPECIFICALLY AMENDING SECTION 2-260 ENTITLED "PURCHASES", TO ADD NEW SECTIONS 2-260.1 THROUGH 2-260.6; ESTABLISHING CERTAIN DEFINITIONS RELATED TO PURCHASING; ESTABLISHING PURCHASING AGENT, DUTIES AND CATEGORIES OF PURCHASES; ESTABLISHING A REQUIREMENT FOR PURCHASE ORDERS OR CONTRACTS TO BE USED; ESTABLISHING A LOCAL PREFERENCE; ESTABLISHING EXCEPTIONS/WAIVERS TO BID AND QUOTATION PROCEDURES; AMENDING SECTION 2-261 ENTITLED "EMERGENCY PURCHASES", TO DEFINE THE WORD EMERGENCY AND SET CRITERIA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

7.a. SECOND AND FINAL READING

Moved by: Vice Mayor Barnard
Seconded by: Commissioner Mckelvin

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

8. ROSENWALD ELEMENTARY SCHOOL: **Principal Hightower-Update**

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

Approve Finance Report
Moved by: Commissioner Berry
Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

10. CITY CLERK REPORT: Events Update

11. CITY MANAGER REPORT:

Legislative Priorities, Updates, Meeting Schedule Change Commission Meeting schedule

Moved by: Commissioner Mckelvin
Seconded by: Vice Mayor Barnard

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	NO
Commissioner McKelvin	YES
Commissioner Polk	YES

12. CITY ATTORNEY REPORT: NONE

13. FUTURE AGENDA ITEMS: Legislative Priorities-October 3, 2023

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Commissioner Taranza McKelvin

14.b. Commissioner Albert L. Polk IV

- **Thank you**

14.c. Commissioner Esther Berry

- **Thank you**

14.d. Vice Mayor Betty Barnard

- **Thank you**

14.e. Mayor Joe Kyles

- **Thank you**

15. ADJOURNMENT 7:57pm

Moved by: Vice Mayor Barnard
Seconded by: Commissioner Polk

_____

Joe Kyles, Mayor

ATTESTED BY:

_____

South Bay City Clerk

RESOLUTION 44-2023

A RESOLUTION OF THE CITY OF SOUTH BAY RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 16-22, 2023 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, City government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, Municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, City government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, City government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, The Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SOUTH BAY, FLORIDA AS FOLLOWS:

Section 1. That the City of South Bay encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week.

Section 2. That the City of South Bay encourages educational partnerships between city government and schools, as well as civic groups and other organizations.

Section 3. That the City of South Bay supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

PASSED and **ADOPTED** this 3rd day of October 2023.

_____
Joe Kyles, Mayor

ATTEST:

_____
Vicenta Del Bosquez, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

RESOLUTION 45-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, EXPRESSING SUPPORT FOR THE EXTENSION AND CONTINUATION OF THE PALM BEACH COUNTY ONE-CENT SALES SURTAX TO FUND LOCAL INFRASTRUCTURE PROJECTS THROUGH DECEMBER 21, 2036; AUTHORIZING EXPRESSING SUPPORT OF ONE CENT SALES TAX, PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, in November 2016, the voters of Palm Beach County approved an increase to the local sales tax from 6 cents per dollar to 7 cents per dollar; and

WHEREAS, the one-cent sales surtax increase became effective on January 1, 2017, and will automatically sunset upon the earlier occurrence of either December 31,2026, or the generation of $2.7 billions in total revenue; and

WHEREAS, the generated one-cent sales surtax revenue may only be utilized for infrastructure projects such as roads, sidewalks, bridges, schools, parks and government buildings and facilities; and

WHEREAS, infrastructure projects provide access to clean water, electricity, transportation, and other essential services, which directly impact the health and well-being of individuals, families, and the wider community; and

WHEREAS, the City of South Bay has received one-cent sales surtax revenue in the amount of $1,683,489 since January 1, 2017, which has allowed the City to improve its infrastructure facilities and simultaneously maintain a lower property tax millage rate; and

WHEREAS, the City of South Bay recognizes the direct and beneficial impact the one-cent sales surtax revenue for infrastructure projects has provided to South Bay residents, as well as the schools of Palm Beach County and the surrounding communities; and

WHEREAS, the City of South Bay supports a collaboration with the School District of Palm Beach County, and the other municipalities of Palm Beach County to extend and continue the one-cent sales surtax revenue for infrastructure projects beyond its current automatic sunset deadlines; and

WHEREAS, the City of South Bay specifically supports seeking voter approval to continue the one-cent sales surtax revenue for infrastructure projects until December 31, 2036.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated into this section of this resolution as if fully set forth herein.

Section 2. The City of South Bay hereby expresses its support for seeking voter approval to continue the one-cent sales surtax revenue for infrastructure projects until December 31, 2036.

Section 3. City Manager is directed to forward this Resolution to each of the Palm Beach County Commissioners with a copy of the Palm Beach County Administrator, the Palm Beach County League of Cities, and the School District of Palm Beach County.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 3rd day of October 2023.

_____

Joe Kyles, Mayor

ATTEST:

_____

Vicenta Del Bosquez, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

Agenda Item #: 4A

PT/PB 5-2

REVISED

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 17, 2016 [ ] Consent [ ] Regular [ ] Ordinance [X] Public Hearing

Department: County Administration

SA | HV opposed
Ord2016-032

I. Executive Brief

Motion and Title: Staff recommends motion to adopt: **AN ORDINANCE IMPOSING A COUNTYWIDE LOCAL GOVERNMENT INFRASTRUCTURE SURTAX OF ONE PERCENT (1.0%) ON ALL AUTHORIZED TAXABLE TRANSACTIONS OCCURRING WITHIN PALM BEACH COUNTY, AS AUTHORIZED BY SECTION 212.055(2), FLORIDA STATUTES, EFFECTIVE BEGINNING JANUARY 1, 2017, FOR A PERIOD OF TEN YEARS; PROVIDING THAT IMPOSITION OF THE SURTAX SHALL BE CONTINGENT ON APPROVAL AT A COUNTYWIDE REFERENDUM; PROVIDING FOR DISTRIBUTION OF SURTAX REVENUES AMONG THE COUNTY, THE MUNICIPALITIES IN THE COUNTY, AND THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR CITIZEN OVERSIGHT; PROVIDING BALLOT LANGUAGE AND DIRECTING THE SUPERVISOR OF ELECTIONS TO HOLD A COUNTYWIDE PRECINCT REFERENDUM ELECTION ON NOVEMBER 8, 2016.**

Summary: On May 3, 2016, the Board approved on first reading an infrastructure surtax plan for one cent, maximum 10 years, creation of an oversight committee to audit spending for compliance with approved projects, and the following allocations: 50% to the School District, 30% to the County, and 20% to the Municipalities. The ordinance has also been amended to include an alternate sunset provision that the surtax will end earlier if $2.7 billion is collected prior to September 1st of any year that the Board agrees to take all necessary action to repeal this Ordinance and notify the Florida Department of Revenue prior to the applicable deadline so that the surtax will not continue for the following calendar year. All funding must be expended as prescribed by Florida Statutes.

This Ordinance for a one-cent infrastructure surtax includes ballot language for a referendum scheduled for November 8, 2016. If approved by the voters, the surtax will begin on January 1, 2017 for ten years, ending on or before December 31, 2026. In addition to creating an oversight committee(s), a project manager will be hired or assigned to coordinate and monitor the program.

The local discretionary sales surtaxes apply to all transactions subject to the state tax imposed on sales, use, services, rentals, admissions, and other authorized transactions. The surtax applies to the first $5,000 of any single taxable tangible personal property item. Items such as groceries, baby food, baby formula, and medicines are exempt from sales tax. Levying this surtax will partially shift the funding responsibility to visitors; about 25% of sales tax in Palm Beach County is paid by visitors, as opposed to funding infrastructure backlog through property taxes.

Florida's Department of Revenue (DOR) will distribute the surtax directly to the School District, each Municipality, and the County.

An interlocal agreement establishing a distribution formula that would be inclusive of all proposed partners has been approved by the County and the School Board. The Interlocal agreement will need to be approved by the governing bodies of the municipalities representing a majority of the County's population. **Countywide (PFK)**

Attachments:
1. Ordinance

Recommended by: N/A
Department Director — Date

Approved By: for County Administrator — 5-12-16 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes _____ No _X____ (Various Budgets)
Budget Account No.: Fund ___ Department_____Unit ____
Object _____ Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

5/10 AK 5/10 OFMB

5/10/16
Contract Dev. and Control
5/10/16

B. Legal Sufficiency:

5/10/16
Assistant County Attorney

C. Other Department Review:

_____
Department Director

REVISED 9/03
ADM FORM 01
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Background and Policy Issues: On July 28, 2015 and November 24, 2015, the Board discussed financing infrastructure needs and directed staff to review possible funding options and hire consultants to review projects and spending. On February 9, 2016, the Board of County Commissioners (BCC) directed staff to work with the Municipalities, School District and Cultural Council, representing cultural organizations, to develop a joint plan specific to an infrastructure surtax. Further, the Board directed staff to bring back project lists from the partners. On February 24, 2016, the League of Cities Executive Board voted to not oppose a slightly different proposal which reflected 46.5% School District, 28.5% County, 18.5% Municipalities and 6.5% Economic Development for Cultural Facilities. After further analysis and review, staff refined the proposal and the School District approved the proposal described in the motion with a deadline for approval by the BCC no later than April 15, 2016. On March 22, 2016, the Board approved an infrastructure surtax plan for one cent, maximum 10 years, creation of an oversight committee to audit spending for compliance with approved projects, and the following allocations: 48% to the School District, 27.5% to the County, 18.5% to the Municipalities, 4.5% for Economic Development through Cultural Facilities, and 1.5% for Economic Development Incentives. On May 3, 2016, the Board approved on first reading an infrastructure surtax plan for one cent, maximum 10 years, creation of an oversight committee to audit spending for compliance with approved projects, and the following allocations: 50% to the School District, 30% to the County, and 20% to the Municipalities. The proceeds of such tax would finance the renewal and replacement of existing capital investments including roadway surfaces, bridges, drainage improvements, canals, park amenities, and government buildings, all of which were deferred during the recent recession and remain outstanding, and projects to maintain levels of service. An independent oversight committee would be established to insure that spending is in line with the statutory requirements.

ORDINANCE NO. 2016- 032

AN ORDINANCE IMPOSING A COUNTYWIDE LOCAL GOVERNMENT INFRASTRUCTURE SURTAX OF ONE PERCENT (1.0%) ON ALL AUTHORIZED TAXABLE TRANSACTIONS OCCURRING WITHIN PALM BEACH COUNTY, AS AUTHORIZED BY SECTION 212.055(2), FLORIDA STATUTES, EFFECTIVE BEGINNING JANUARY 1, 2017, FOR A PERIOD OF TEN YEARS; PROVIDING THAT IMPOSITION OF THE SURTAX SHALL BE CONTINGENT ON APPROVAL AT A COUNTYWIDE REFERENDUM; PROVIDING FOR DISTRIBUTION OF SURTAX REVENUES AMONG THE COUNTY, THE MUNICIPALITIES IN THE COUNTY, AND THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR CITIZEN OVERSIGHT; PROVIDING BALLOT LANGUAGE AND DIRECTING THE SUPERVISOR OF ELECTIONS TO HOLD A COUNTYWIDE PRECINCT REFERENDUM ELECTION ON NOVEMBER 8, 2016.

WHEREAS, Section 212.055(2), Florida Statutes (2015), authorizes the Palm Beach County Board of County Commissioners ("Board") to impose a 0.5 percent (0.5%) or 1.0 percent (1%) local government infrastructure surtax ("Surtax") upon transactions occurring within Palm Beach County ("County") which are taxable under Chapter 212, Florida Statutes (2015); and

WHEREAS, a 1.0 percent (1%) Surtax would, under current State sales tax rates, result in a one cent (1¢) Surtax on each one dollar ($1.00) sale as specifically provided by law; and

WHEREAS, the Surtax differs from the transactions subject to the State sales tax in that the local option sales tax base applies only to the first $5,000 of the purchase price of an item of taxable personal property while the State sales tax applies to the entire purchase price regardless of amount, pursuant to section 212.054(b), Florida Statutes; and

WHEREAS, the Surtax does not apply to certain groceries, medical products and supplies, and other specifically identified goods and services listed in section 212.08, Florida Statutes; and

WHEREAS, the funds derived from the imposition of the Surtax shall be distributed to the County and the municipalities of the County (the "Municipalities"), and will include a distribution to the School Board of Palm Beach County (the "School Board"), as provided in an interlocal agreement; and

WHEREAS, moneys received from the local government infrastructure Surtax authorized by section 212.055(2), Florida Statutes (2015), may be utilized by the County, the Municipalities, and the School Board to finance, plan, construct, reconstruct, renovate and improve needed infrastructure; and

WHEREAS, the County, the Municipalities, and the School Board are presently without sufficient fiscal and monetary resources to adequately fund their respective infrastructure needs; and

WHEREAS, adequate public infrastructure facilities of the types herein described promote the safe, efficient, and uninterrupted provision of numerous essential public services provided by the County, the Municipalities, and the School Board, including but not limited to district-owned school buildings, equipment, technology and security; school buses; roads, bridges, sidewalks, streetlights, signalization, parks, recreational and governmental facilities, drainage, and wastewater facilities; and public safety vehicles and equipment; and

WHEREAS, a brief description of the projects to be funded is set forth in the ballot language contained in this Ordinance; and

WHEREAS, the County, the Municipalities, and the School Board shall each establish a citizen oversight committee to provide for citizen review of their respective expenditure of infrastructure Surtax proceeds.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Palm Beach County, Florida, that:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are true and correct and are hereby incorporated by reference.

SECTION 2. IMPOSITION OF LOCAL GOVERNMENT INFRASTRUCTURE SURTAX. There is hereby imposed a 1.0 percent (1%) local government infrastructure surtax ("Surtax") upon all authorized taxable transactions occurring within the County.

SECTION 3. ADMINISTRATION, COLLECTION, AND DISTRIBUTION OF PROCEEDS. The Surtax shall be administered, collected, and enforced in accordance with the provisions of section 212.054, Florida Statutes (2015), and the rules promulgated by the Florida Department of Revenue. The proceeds of the Surtax shall be distributed by the Department of Revenue directly to the County, the Municipalities, and the School Board, in accordance with an interlocal agreement.

SECTION 4. REFERENDUM ELECTION.

(a) The Surtax imposed in Section 2 hereof shall not take effect unless and until approved by a majority of the electors of the County voting in a countywide precinct referendum election on the Surtax.

(b) The Palm Beach County Supervisor of Elections is hereby directed to hold such countywide precinct referendum election on November 8, 2016.

(c) The Palm Beach County Supervisor of Elections shall cause the following proposition to be placed on the ballot:

PALM BEACH COUNTY DISTRICT SCHOOLS, CITIES AND COUNTY GOVERNMENT INFRASTRUCTURE ONE-CENT SALES SURTAX

To enhance education by improving district-owned school buildings, equipment, technology and security; purchase school buses, public safety vehicles and equipment; and equip, construct and repair roads, bridges, signals, streetlights, sidewalks, parks, drainage, shoreline and wastewater infrastructure, recreational and governmental facilities; shall the County levy a one-cent sales surtax beginning January 1, 2017 and automatically ending on or before December 31, 2026, with independent oversight by citizen committees?

_____ FOR THE ONE CENT SALES TAX

_____ AGAINST THE ONE CENT SALES TAX

SECTION 5. ADVERTISEMENT. The Palm Beach County Clerk of Court shall insure that notice of this referendum shall be advertised in accordance with the provisions of section 100.342, Florida Statutes (2015). Proof of publication shall be provided to the Chair of the Board.

SECTION 6. EXPIRATION DATE; SURVIVAL OF CERTAIN RESTRICTED USES.

(a) *Sunset.* In all events, this Ordinance shall be in effect only through December 31, 2026. It shall "sunset" and expire thereafter, without further action by the Board, at which time it shall be deemed repealed and of no further force and effect, and the Surtax levied hereunder shall terminate. Alternatively, this Ordinance shall "sunset" in the event that the total aggregate distributions of Surtax proceeds equal or exceed the amount of $2,700,000,000 on or before September 1 of any year during the term of this Ordinance, in which event the Board shall take all necessary action to repeal this Ordinance and notify the Florida Department of

Revenue prior to the applicable deadline so that the Surtax will not continue for the following calendar year.

(b) *Survival of restrictions on use of Surtax proceeds.* Notwithstanding the provisions of subsection (a) for the expiration and repeal of this Ordinance, so long as any Surtax proceeds shall remain unspent, the restrictions hereby imposed concerning the distribution and use of such Surtax proceeds as well as the proceeds of any borrowings payable from Surtax proceeds, and all interest and other investment earnings on either of them shall survive such expiration and repeal and shall be fully enforceable in a court of competent jurisdiction.

SECTION 7. CITIZEN OVERSIGHT.

(a) The County, the Municipalities, and the School Board shall each separately provide for the creation of citizen oversight committees ("Committee" or collectively "Committees") to provide for citizen review of their respective expenditure of Surtax Proceeds, as soon as possible after the Surtax becomes effective, but not later than the date on which Surtax funds are first expended. A Municipality may either participate in an oversight committee created by the Palm Beach League of Cities or create its own committee.

(b) The Committees shall serve as advisory and reporting bodies to the creating entities. Each creating entity shall establish specific duties and membership requirements governing Committee operations and participation.

(c) Each Committee shall have the responsibility to review the expenditure of Surtax proceeds by the entity which created it.

(d) The Committees shall meet monthly, or as otherwise needed to fulfill their duties and responsibilities. Each Committee shall provide an annual report to the governing board of the entity which created it.

(e) Committee members shall receive no compensation for the performance of their duties.

(f) The Committees, their members, and all their proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, Chapter 286, Florida Statutes, the Florida Public Records Law, Chapter 119, Florida Statutes, and the Florida Ethics Code, Chapter 112, Florida Statutes, and all other applicable local or state statutes, ordinances, or rules.

SECTION 8. CODIFICATION. It is the intention of the Board that the provisions of this Ordinance, including its preamble, shall become and be made a part of the County Code of Ordinances, and the word "ordinance" may be changed to "section," "article," or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such intention; provided, however, that Sections 5 and 8 shall not be codified.

SECTION 9. SEVERABILITY. Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

SECTION 10. EFFECTIVE DATE. This Ordinance shall become effective upon filing with the Department of State.

PASSED AND DULY ENACTED by the Board of County Commissioners of Palm Beach County, Florida in regular session, this 17th day of May, 2016.

date set forth above.

PALM BEACH COUNTY, FLORIDA

By: _____
Mary Lou Berger
Mayor

(SEAL)

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

Filed with the Department of State on the 19th day of May, 2016.

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk and Comptroller
certify this to be a true and correct copy of the original
filed in my office on MAY 17 2016
dated at West Palm Beach, FL
By: _____
Deputy Clerk

RESOLUTION 46-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ALLSTATE BENEFITS SELF-FUNDED PROGRAM AGREEMENT FOR THE PROVISION OF HEALTH INSURANCE BENEFITS FOR CITY EMPLOYEES AND THEIR FAMILIES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") is desirous of changing its group health insurance for City employees and their families; and

WHEREAS, the City seeks to provide the most cost effective health insurance benefits to City staff and their dependents; and

WHEREAS, the City Manager and the City's insurance consultant of record, McKinley Financial Services, Inc., have evaluated the current benefit offering, claims experience, all renewal options and enrollment services matters pertaining to the City's healthcare products and after careful consideration of the financial impact to the City and its employees, as well as the quality of health care benefits and open enrollment needs for the employees of the City, the City Manager is requesting the City Commission to approve the change to Allstate Benefits as the City's fully insured self-funded group health insurance plan; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute an Allstate Benefits Self-Funded Program agreement for the provision of health insurance benefits for City employees and their families is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute an Allstate Benefits Self-Funded Program agreement for the provision of health insurance benefits for City employees and

their families, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 3rd day of October 2023.

_____
Joe Kyles, Mayor

ATTEST:

_____
Vicenta Del Bosquez, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

Allstate BENEFITS

Employer Self-Funded Implementation Questionnaire
Allstate Benefits
Self-Funded Program

Instructions for completing this agreement:
1) The employer or employer representative must complete the entire Questionnaire with signature.
2) The agent must sign and date this agreement.

Requested effective date: 10/01/2023 (Must be 1st or 15th*, date subject to underwriting approval)
*Note Meritain POS do not allow the 15th of the month effective dates

SECTION A - Employer Information

1. Company Name: City of South Bay
Full legal name of Company

Doing business as (dba): _____

2. Employer address: 335 Southwest 2nd Avenue
Street

South Bay | Palm Beach | FL | 33493
City | County | State | Zip

Mailing address: _____
(If different) Street | City | State | Zip

3. Phone number: (___) 561-996-6751 Fax number (___) 561-996-7950
4. Contact Person and Title: Leondrae Camel HR Manager
5. Email address: Camell@southbaycity.com
By providing your email address you agree that you may receive your policy and/or certificate of issuance and other correspondence electronically.
6. Owner (s) Name (s): Mr. Leondrae Camel City Manager Camell@southbaycity.com
7. Nature of Business/SIC Code: City - general Government SIC -- 91900
8. Type of ownership/filing status: ☐ Proprietorship ☐Partnership ☐C-Corporation
☐ S-Corporation ■Government ☐ Other (please specify) _____
9. Federal Tax Identification Number: 69-0500045
10. How long has the company been in business? 82 years
11. Employer Contribution to employees' cost of coverage *(minimum of 50% required)* Medical 80 %
12. Waiting/Affiliation period (the length of time future employees must be employed before becoming eligible for coverage):
☐0 days* ■30 days* ☐ 60 days* ☐ 90 days
*Note: the effective date will be on the first day of the billing cycle following the date the employee satisfied their waiting period and they enrolled for coverage within 31 days of becoming eligible for coverage.
13. Are you waiving the groups waiting/affiliation period for all employees for the group's original effective date?
Note: Groups with 25 or more enrolling employees cannot waive the waiting period
■ Yes ☐ No

Allstate BENEFITS

SECTION B - Benefit Information

1. Will this plan replace other group coverage? ..... ■ Yes ☐ No
   a) If Yes, is your current plan a Major Medical Plan..... ■ Yes ☐ No
   b) If Yes, is your current plan a Fully Insured or Self-Funded Plan.... ■ Fully Insured ☐ Self-Funded
   c) Please provide 12 months of information below and provide a copy of your most recent medical billing statement.

Prior Medical Carrier(s)	Policy Number	Effective Date	Termination Date
United Health Care	0F6037	10/01/2019	09/30/2023

2. Will you be or are you offering another group medical plan in addition to this group plan?..... ☐ Yes ■ No

3. Select one..... ■ Plan Year Deductible ☐ Calendar Year Deductible

4. Did you employ 20 or more full-time equivalent employees for at least 50% of the previous calendar year?. ..... ■ Yes ☐ No

5. COBRA enrollment
   a) Do you want to offer COBRA if your current or future group size does not require this..... ■ Yes ☐ No
   b) Please indicate your COBRA Administrator (If none selected, Allstate Benefits or the TPA will administer):
   ■ Allstate Benefits ☐ Other _____

6. **Meritain business only**: Are any of your employees selecting Vision or Dental benefits ..... ☐ Yes ☐ No

7. **Meritain POS only** (HSA Option): Will you be offering employees a Health Savings Account?... ☐ Yes ☐ No
   a) If Yes, please indicate your HSA Administrator (if none selected, Allstate Benefits or the TPA will administer):
   ☐ Allstate Benefits ☐ Other _____

SECTION C - Affiliated Companies and Multiple Locations

1. Does your company have other business organizations under common ownership or more than one Federal Tax ID Number? ..... ☐ Yes ■ No

2. Does your business have more than one physical location..... ☐ Yes ■ No

If "Yes" to either question, complete the following: Indicate the number of full-time (FT) and part-time (PT) employees' whether enrolling or not (based on the eligible employee requirements **Section D**).

Business Name	Address	Owner (s)	
Nature of Business	Tax ID	(FT)	(PT)
Business Name	Address	Owner (s)	
Nature of Business	Tax ID	(FT)	(PT)
Business Name	Address	Owner (s)	
Nature of Business	Tax ID	(FT)	(PT)

Allstate BENEFITS

SECTION D - Employee Information

All eligible full-time employees, including those in the new employee waiting period, must submit an Enrollment form or Waiver of Coverage form. If additional employees are hired between the date this application is completed and the date coverage is issued, completed Enrollment forms or Waiver of Coverage forms must be submitted within 5 days of the date of hire.

1. Total number of employees (including owners, partners, etc.) working in your business _____
2. How many are full-time employees? 18
3. How many are part-time employees? _____
4. Are any former employees or dependents on or eligible to elect Continuation (COBRA).....☐ Yes ☐ No

Name	Start Date	End Date	Type of Continuation	Reason

5. Are any employees currently absent due to illness or injury? Family Medical Leave or receiving Disability benefits?.....☐ Yes ☐ No
   If Yes, provide employee name(s) and details _____

Eligible Employees

An eligible employee must meet the following requirements: a) performs services on a full-time basis; b) is considered an employee of the Employer for federal employment tax purposes, or are issued an IRS Form 1099 by the Employer, at any of the employer's business establishments (including all affiliated businesses listed in Section C); and c) is at least 18 years old.

The Employer may select the number of hours (between 20 and 40) an employee or 1099 contractor must work each week in order to be considered eligible for coverage. If the employer does not select an eligibility requirement, eligibility will be administered based upon 30 hours per week.

1. Indicate the eligibility requirement between 20 and 40 hours per week 35
2. Complete the census below listing each eligible employee name and indicate whether enrolling or waiving.

	Employee Name:	E=Enrolling W=Waiving			Employee Name:	E=Enrolling W=Waiving
1	Leondrae Camel	E		16	Marion Mann	W
2	Claudia Cano	E		17	King Kindred JR	W
3	Massih Saadatmand	E		18	Aiyana Bent	W
4	Nepoleon T Collins	E		19		
5	Vicenta J DelBosquez	E		20		
6	Olivia Mejia	E		21		
7	Gabriel G Horta	E		22		
8	Hugh Moore	E		23		
9	Leon Nugent	E		24		
10	Joseph Shannon III	E		25		
11	Caroline Larris	E		26		
12	Jerry Seymore	E		27		
13	James Addison	E		28		
14	Andrew Mann	E		29		
15	Edgar Kerr	W		30		

If additional space is needed, please provide additional information on a separate sheet of paper.

Allstate BENEFITS

SECTION E - Agreement

The undersigned employer (hereinafter "I" or 'my") will adhere to the contribution rules of Allstate Benefits Self-Funded Program (the "Program") regarding my contribution toward the employee cost of coverage and I acknowledge that stop loss coverage may be terminated if the contribution falls below the minimum contribution requirement. I hereby certify that all employees currently working for me are compensated in a manner that complies with all applicable federal and state requirements. I understand that all eligible employees must enroll in the health plan according to the participation rules of the Program and that coverage may be terminated if the percentage falls below the participation requirements. I understand that (1) The Association Benefits Solutions, LLC ("Allstate Benefits"), in its capacity as Program Administrator, reserves the right to request a state wage and tax statement or other documentation at any time to verify current and future participation and eligibility; (2) the monthly maximum cost is subject to change until all of the following have occurred: a) the stop loss coverage has been approved by the stop-loss carrier approved under the Program; (b) notice of effective date for the stop loss coverage has been confirmed; and (c) the first invoiced amount due for stop-loss premium and other costs attributable to (including the aggregate deductible) the Allstate Benefits Self-Funded Program is paid. I acknowledge I must give notice to the third party administrator within 30 days of any enrolled employee who ceases working the minimum number of hours required to be an eligible employee, as defined on this application, including, but not limited to those on paid or unpaid leave, disability, salary continuation or worker's compensation.

I hereby agree to be bound by all the terms and conditions of the Program. I understand that the benefits I have selected for my self-funded group health plan are reflected on the attached signed proposal which is part of this request for participation in the Program.

As the person acting with the authority of the participating employer, I certify that this information is complete and true to the best of my knowledge and belief. I fully understand that participation in the Program is not effective without the approval of Allstate Benefits. I understand that no agent has the authority to alter or amend any Program agreements, the self-funded health benefit plan I have established, or to adjust any claim for benefits, or to bind Allstate Benefits by making any promise or representation. I understand that any material misstatement and/or omissions may void or result in termination of my participation in the Program.

By signing below, I certify that I have read the entire Implementation Questionnaire, agree to all terms and conditions contained therein and that all information provided is true and accurate.

Signature _____ Title City Manager

Print Name Leondrae Camel Leondrae Camel Date _____

Send your completed application and other required documents to your sales office. Underwriting may request that the employer provide additional documentation (e.g. Payroll Records, business License, etc.) during the underwriting process or at any time while coverage is provided.

Allstate BENEFITS

SECTION F – Agent Statement

I certify that all of the information contained in the Implementation Questionnaire and any additional documents are correct the best of my knowledge. I have complied with all of the underwriting rules and have fully explained the Program and stop loss coverage to the employer.

Agent Signature: DocuSigned by: Carmen Miller 0943C70147494A8... Date: 9/25/2023

Print Agent Name: Carmen Miller Agent#:

Agent Address: Agent Phone# tel:(954) 541-2423

SECTION G - Distribution Partner Information

Complete all applicable fields

Office Name: NSM Tampa Date:

Representative Name: Seth Nash Representative#: 326

Representative Phone#: Representative Fax#:

Email Address:

The Self-Funded Program through Allstate Benefits provides tools for employers owning small to mid-sized businesses to establish a self-funded health benefit plan for their employees. The benefit plan is established by the employer and is not an insurance product. For employers in the Self-Funded Program, stop-loss insurance is underwritten by: Integon National Insurance Company in CT, NY and VT; Integon Indemnity Corporation in FL; and National Health Insurance Company in WA, CO, and all other states where offered. National Health Insurance Company, Integon National Insurance Company, and Integon Indemnity Corporation are rated “A+” (Superior) by A.M. Best.

Allstate Benefits
Self-Funded Health Program
Initial and Ongoing Enrollment Reporting Requirements

Employer Agreement and Attestation

The Allstate Benefits Self-Funded Health Program (Program) is made available to employers who meet our underwriting criteria. We want to establish a long and successful relationship with you ensuring that our Program meets the needs of you and your employees. In order to pave the path to success you need to understand our underwriting criteria and the need for full disclosure and complete submissions. There are several steps that are necessary to achieve an accurate rate.

Step 1 Employee Enrollment Form Submission

Allstate Benefits relies on Employee Enrollment Forms to develop accurate pricing for the stop loss coverage and overall Program pricing.

- All eligible employees must submit complete and accurate Enrollment Forms if they are enrolling for coverage.
- Any eligible employee who waives coverage should check off the “waive coverage” box on the Enrollment Form.
- If we do not receive an Enrollment Form from any employee eligible for coverage we will assume they are waiving coverage and they will not be eligible to enroll.
- All employees who are currently not eligible for enrollment (such as those in a waiting period), but will be eligible or enrolling within the first 90 days of the program must also submit an Enrollment Form.

This requirement applies to the initial enrollment, acquisition of another business or the addition of a previously ineligible group of employees along with new employees enrolling after the open enrollment period. If your plan allows employees to join outside of the annual open enrollment period if they have a qualifying life event (QLE), that employee must submit evidence of the QLE.

Allstate Benefits reserves the right to not cover under the stop loss policy claims, which means your health plan may be responsible for those claims, for any employee and/or the employee’s dependents if that employee:

- Fails to submit an Enrollment Form; or
- Submits an employee only Enrollment Form and then enrolls dependents in the health insurance plan; or
- Misrepresents or withholds material information on the Enrollment Form; or
- Fails to submit satisfactory evidence of that employee’s eligibility (proof of QLE).

In addition, should your total enrollment vary by more than 10% from the initial enrollment, we reserve the right to revise the stop-loss premiums and other costs attributable to (including the aggregate deductible) for the Program.

Step 2 Census Attestation

I attest that I have disclosed all eligible employees and their dependents (if applicable) currently working for my business(es), including those employees in a waiting, training or affiliation period and any newly hired employees who are not on the most recent quarterly wage and tax report or submitted census, and I have accurately indicated whether such employees are enrolling or waiving coverage.

I agree that I will notify Allstate Benefits within five (5) business days of any eligible employees that are hired prior to the requested effective date of coverage by submitting an Enrollment or waiver form.

I understand that any eligible employees hired prior to the coverage effective date and not disclosed to Allstate Benefits during the initial enrollment process (including those eligible employees in a waiting, training or affiliation period) or who submit an enrollment form within 31 days of the coverage effective date or date coverage is issued (whichever is later), may result in a change in my total premiums and other costs attributable to (including the aggregate deductible) for the Program back to the effective date for the entire group. I also understand that any enrollment forms received for any such employee beyond this 31 day period will NOT be enrolled for coverage until the earlier of: 1. The next annual open enrollment period; or 2. They have a QLE that makes them eligible for coverage.

Additionally, I understand that any eligible employee and/or dependents (if applicable) who waived enrollment during the initial open enrollment process will not be eligible to enroll for coverage until the earlier of: 1. The next annual open enrollment period; or 2. They have a QLE that makes them eligible for coverage.

Step 3 Review and Sign

By signing below, I certify that I have reviewed and understand each of the provisions above and that all information I have provided is true and accurate.

Employer Signature and Title: City Manager

Print Name: Leondrae Camel

Date: _____

By signing below, I acknowledge that I understand the provisions above and have discussed such provisions with my client.

Agent Signature: DocuSigned by: Carmen Miller 0943C70147494A8...

Print Name: Carmen Miller

Date: 9/25/2023

The Self-Funded Program through Allstate Benefits provides tools for employers owning small to mid-sized businesses to establish a self-funded health benefit plan for their employees. The benefit plan is established by the employer and is not an insurance product. For employers in the Self-Funded Program, stop-loss insurance is underwritten by: Integon National Insurance Company in CT, NY and VT; Integon Indemnity Corporation in FL; and National Health Insurance Company in WA, CO, and all other states where offered.

ALLSTATE BENEFITS
SELF-FUNDED CORE VALUE, CORE VALUE FLEX, and CORE VALUE ACCESS PLANS
EMPLOYER AGREEMENT

This Allstate Benefits Self-Funded Core Value, Core Value Flex, and Core Value Access Plans Employer Agreement (this "Agreement") is effective as of the date of the Employer's signature below.

This Agreement contains important information about the establishment and operation of the Allstate Benefits Self-Funded Program (the "Program")--a package of services established by The Association Benefits Solution, LLC ("Allstate Benefits" or "AB") and marketed as the Allstate Benefits Self-Funded Program, which combines several elements to enable (the " Employer") to establish a self-funded group health plan. These services and products include:

- A self-funded group health plan document providing medical benefits and, if elected, vision and/or dental benefits, which the Employer may use to establish the plan;
- Summary plan description(s) for the self-funded group health plan;
- Stop-Loss insurance purchased from a stop-loss insurance company: National Health Insurance Company, Integon National Insurance Company, or Integon Indemnity Corporation (the "Stop-Loss Insurance Company");
- A third-party administrator (the "Administrator") that provides administrative services with regard to the Plan (as defined below) established by the Employer; such Administrator is Allied Benefit Systems, LLC ("Allied").
- Access to national networks of health care providers that provide discounts to enrolled employees and their dependents for treatment or services covered under the Plan.

This Agreement explains the responsibilities of the various parties associated with the Program, including the Employer's responsibilities as an employer sponsoring a group health plan. Note that the Program has been carefully designed as one integrated program with each of its elements working in concert with the others. Therefore, by executing the Agreement, the Employer accepts all of the particular elements of the Program as they are currently offered and will not be able to make changes to any one of those elements and remain in the integrated Program without the prior written consent of AB.

Section 1: Overview

The Program will operate as follows:

The Employer agrees to adopt a group health plan for the benefit of its eligible employees and, if applicable, their eligible dependents (the "Plan"). For convenience, AB will make available a form of a group health plan for adoption by the Employer that establishes the Plan. The Plan is separate and distinct from any other plan maintained by any other AB employer member. The costs of the Plan benefits may be paid by Employer or by a combination of Employer and the employees

pursuant to the Program's minimum employer contribution guidelines. The Plan is described more fully in Section 2.

The Employer will purchase a stop-loss policy contract from the Stop-Loss Insurance Company (the "Stop-Loss Policy"). The Stop-Loss Policy will reimburse Employer for claims paid under the Plan if they exceed a predetermined level. The Stop-Loss Policy and the Insurance Company are described more fully in Section 4.

The Employer shall enter into a contract with the Administrator, if required, pursuant to which the Administrator will provide administrative services with respect to the Plan. The Administrator will also process all claims for benefits under the Plan pursuant to the Plan and in a manner consistent with the summary plan description(s) ("SPDs"). The Administrator will remit claim payments out of the funds provided by the Employer or from reimbursements received from the Stop-Loss Policy issued by the Stop-Loss Insurance Company. The services to be provided by the Administrator and Stop-Loss Insurance Company are described more fully in Section 6.

RESPONSIBILITIES

The Employer agrees to comply with all reasonable requirements of AB for the efficient and lawful operation and administration of the Plan, including the terms of any agreements with any service providers to the Plan, including the Administrators and Stop-Loss Insurance Company. The Employer's responsibilities under the various agreements are summarized on Schedule A. The Employer agrees, upon reasonable request to provide, on a timely basis, all notices, communications, and other materials respecting the Plan to participants; and to provide, on a timely basis, all requested information concerning the Plan, including enrollment and eligibility information.

Section 2: The Plan and Related Documents

The Employer will receive for its adoption and use forms of the applicable Plan, SPD(s), and Summary of Benefits and Coverage ("Benefit Documents") which set forth and summarize the benefits that will be provided to Plan participants under the Employer's Plan. It is the Employer's obligation to ensure that all Benefit Documents meet the requirements of applicable laws. On behalf of the Employer, AB will make the Benefit Documents, as adopted and approved by the Employer, available electronically on the Customer Portal website (or other addresses that AB may designate), but the Employer has the obligation to ensure that all documents are furnished to participants in accordance with all legal requirements. The Employer understands and agrees that the employees will receive instructions from the Employer on how to access the documents on the website and will need a personal computer with Internet access, appropriate browser software, and Adobe Acrobat Reader. Electronic delivery may be limited in some circumstances. By signing this Agreement, the Employer is authorizing and consenting to the electronic delivery of documents, as applicable, in place of paper versions. The Employer shall notify AB of any planned changes the Employer intends to make to the terms and/or conditions of the Benefit Documents. Notification shall be made sufficiently in advance of any such changes so as to permit AB reasonable time to review such changes. Any changes or amendments to the Plan are subject to the approval of AB and the Stop-Loss Insurance Company. The Plan is a self-funded employee health plan, and although the Stop-Loss Policy will reimburse Employer for claims that exceed a certain amount, the Employer remains obligated to pay benefits under the Plan (including the obligation to fund the payment of claims), subject to the Employer's right to terminate the Plan on a prospective basis.

AB will assist the Employer in determining which of its employees (and their dependents) are eligible to enroll in coverage under the Plan, based on eligibility requirements established by the Employer.

Section 3: Funding

The Employer shall fund claims incurred under the Plan pursuant to Schedule C.

As of the end of the policy year, allowing for the Run-Out Period set forth in the Stop-Loss Policy for all claims to be reported (" Run-Out Period"), if the claims are below the aggregate Attachment Point (as defined below), the Employer shall receive either 50% or 100% of the difference between the aggregate Attachment Point and the claims paid, subject to the terminal liability reserve charge described in Section 6. The applicable percentage due to the Employer shall be based on the option(s) selected by the Employer in the quote from AB signed by the Employer, which is incorporated herein by reference. Any refund due to the Employer will be provided after the end of the Run-Out Period and may be provided via a check or credit toward a subsequent reissue.

Section 4: The Stop-Loss Policy

By completing this Agreement and any additional required application materials, the Employer is applying for stop-loss coverage under the Stop-Loss Policy. If the Employer is approved for coverage under the Stop-Loss Policy, the Stop-Loss Policy will be issued to the Employer.

The purpose of the Stop-Loss Policy is to protect the Employer from health claim costs incurred under the Plan that exceed a predetermined level (the "Attachment Point"). The Stop-Loss Insurance Company will reimburse the Employer for those excess claims under the Stop-Loss Policy; however, the Stop-Loss Policy has an "accommodation" option that allows you to avoid having to pay claims before being reimbursed and instead requires the Stop-Loss Insurance Company to advance funds to the Employer in the amount of excess claims so that those claims can be paid. This policy covers excess claims under the Plan. Individual Plan participants are not covered by the Stop-Loss Policy.

Section 5: Monthly Contributions

AB will inform the Employer of the amount of contributions for health care costs and associated expenses it will be expected to make during the applicable plan year; see Schedule B. The amount of contributions will be determined based on the Employer's maximum liability for expected claims (at the Attachment Point), administrative expenses and the premium for the Stop-Loss Policy. AB will also inform the Employer of the amount of the administrative expenses under the Program.

The Employer will then be required to make Monthly Contributions to pay these costs, expenses and fees. The Employer will receive a monthly statement that sets forth the Monthly Contribution and the date for which such contribution is due. **Failure to remit in full the Monthly Contribution may result in the termination of the Stop-Loss Policy, a refusal by the Administrators and other service providers to provide the administrative services necessary to operate the Plan, and the denial of health claims submitted by your employees who are Plan participants.**

Section 6: Health Claims & Administrative Services

Under the terms of the administrative services agreement, if required, the applicable Administrator will provide claims administration services for the Plan. Such services will include receiving claims and authorizing payment of those claims to the extent they are consistent with the terms of the Plan. Claims will be paid first from the Employer Claim Account (as defined below). In the event claims exceed the Attachment Point of the Stop-Loss Policy, the Stop-Loss Policy will provide funds for use to pay those claims in accordance with the Employer's Stop-Loss Policy. The Administrator is not acting as an insurance company with respect to the Plan and shall never pay claims from its own funds.

The Employer agrees and acknowledges that there is no participating provider network for the Core Value Plan, except for purposes of pharmacy benefits (including specialty pharmacy, when such benefits are obtained at or through a specialty pharmacy) and designated providers for purposes of transplant services, and that the payment for covered charges will be based on a multiple of the applicable Medicare reimbursement rate or other derived equivalent, as set forth in the Plan. The Employer agrees and acknowledges that there is no participating provider network for the Core Value Access Plan, except for purposes of certain professional claims, pharmacy benefits (including specialty pharmacy, when such benefits are obtained at or through a specialty pharmacy), and designated providers for purposes of transplant services, and that the payment for covered charges will be based on a multiple of the applicable Medicare reimbursement rate or other derived equivalent, as set forth in the Plan. Accordingly, providers may demand additional payment, and/or participants may be billed, for amounts in excess of the participant's applicable cost-sharing responsibility. Participants shall have access to certain advocacy services with respect to qualifying claims to assist in negotiating such additional or excess amounts. To the extent the advocacy services negotiate an additional payment (in excess of the Medicare multiple or other reimbursement rate specified in the Plan), Employer acknowledges and hereby agrees (1) all such negotiations are authorized with payment parameters not to exceed billed charges, and (2) all such negotiated amounts will be paid first from the employer claim account (and not subject to any additional participant cost-sharing responsibility), and, in the event such negotiated amounts exceed the Attachment Point of the Stop Loss Policy, the Stop Loss Policy will provide funds to pay those amounts in accordance with the terms and conditions set forth therein. In no event shall the advocacy services apply, nor shall additional benefits be payable pursuant to the Plan or Stop Loss Policy, if advocacy services receives a balance bill or other communication from a provider following completion of the Run-Out Period set forth in the Stop Loss Policy. The provisions of this paragraph do not apply to claims incurred under the PPO network plan if the Core Value Flex Plan option is purchased and the change to a PPO network plan is elected and becomes effective.

If the Core Value Flex Plan option is selected: Employer may change coverage type from Core Value to the designated PPO network plan mid-year without a rate increase for the change to the PPO network plan. The available PPO network plan is shown on the Core Value Flex Plan Change Election Form ("Change Form") attached to the initial quote proposal. If Employer chooses to convert from Core Value to the PPO network plan, the Change Form must be received by AB no later than the last day of the fifth month from the Core Value Plan effective date (including the month in which such effective date occurs). If the Change Form is received by the end of the 4th month, the Plan change will be effective on the monthly anniversary date of the 7th month from the Core Value Plan effective date (including the month in which such effective date occurs). If the Change Form is received during the 5th month, the Plan change will be effective on the monthly anniversary date of the 8th month from the Core Value Plan effective date (including the

month in which such effective date occurs). A plan change as described herein cannot occur any earlier than the monthly anniversary date of the 7th month from the Core Value Plan effective date. Employer agrees to provide 60 days advance notice to employees regarding the change to a PPO network plan. Member out-of-pocket costs under the Core Value Plan will be credited to the member's in-network out-of-pocket accruals under the PPO network plan for the same plan year in which the plan change occurred. When such change is elected, claims incurred prior to the effective date of the Plan change to a PPO network plan will be adjudicated under the terms and conditions of the Core Value Plan and corresponding SPD(s) (and will be eligible for Member Assistance Program services); claims incurred on or after the effective date of the Plan change to a PPO network plan will be adjudicated under the terms and conditions of the PPO network plan and corresponding SPD(s), including, without limitation, application of the in-network and out-of-network benefit levels (and will not be eligible for Member Assistance Program services).

The applicable Administrator will make the first determination as to whether a claim is covered by the Plan and provide any additional services as outlined in the administrative services agreement between the Administrator and the Employer, if required.

The Employer will enter into an administrative services agreement with applicable Administrator, if required. Pursuant to such agreement, if the Employer fails to perform the duties specified in the agreement, it could excuse the Administrators from their obligation to provide services to the Plan and may result in the inability of the Employer's employees (and their dependents) to receive benefits under the Plan.

AB will also provide or arrange for the provision of certain administrative services in connection with the Plan. If services other than those provided by the Administrators are necessary for the administration of the Plan, AB shall enter into a contract with the appropriate service provider at AB sole discretion. Such service provider shall be considered a subcontractor of AB. See Schedule D for administrative services provided by AB with regard to the Plan.

Terminal liability coverage continuing stop-loss protection through the 24th month following the end of the of the plan year and/or policy period will be provided, subject to the Early Termination provision of Section 8 below. If claims are less than the aggregate Attachment Point at the end of the Run-Out Period, a terminal liability reserve charge will be taken and retained by AB from the Employer Claim Account in an amount no greater than 3% of the Annual aggregate Attachment Point, prior to calculation of the applicable refund from the Employer Claim Account.

Section 7: Compensation

The Employer shall pay the administrative fees, stop-loss premium, and funds for claims payment as specified in Schedule B, which amounts may be subject due to any change in census, or other changes in accordance with Program guidelines. Schedule B may be changed with advance written notice. If the Employer does not respond to such a notice, the Employer thereby authorizes the amendments to Schedule B set forth by the notice.

If the Stop-Loss Insurance Company elects to reissue the Employer a Stop-Loss Policy, the Stop-Loss Policy premiums due by the Employer may be adjusted accordingly.

There is no guaranteed renewal for the Stop-Loss Policy and this Agreement. If the Stop-Loss Insurance Company elects to reissue the Stop-Loss Policy, the Employer will receive a written notice of the reissued rates for the Stop-Loss Policy and all associated administrative expenses

with that reissue within prior to the end of the contract year. The reissued rates will be binding upon the effective date of the reissue.

Section 8: Term and Termination

Upon the Employer's execution, this Agreement will constitute a binding agreement for an initial one-year period (or such other period specified in quote from AB signed by the Employer) and, in the event you re-enroll in subsequent years thereafter, for the period of the reissued Stop-Loss Policy(ies).

This Agreement will terminate when:

A. The Employer's Stop-Loss Policy terminates;

B. The Employer's administrative services agreement with the applicable Administrator terminates, if such agreement is required;

C. The Employer's Plan terminates;

D. Both AB and the Employer agree to terminate the Agreement;

E. Either party is in material breach of this Agreement, other than by non-payment or late payment by the Employer of fees owed, and does not correct the breach within 30 days after being notified in writing by the other party; or

F. Any state or other jurisdiction penalizes a party for administering the Plan under the terms of this Agreement and in connection with such penalty, such state or other jurisdiction requires termination of this Agreement.

The Employer understands that the Employer's termination of the Plan and/or Stop-Loss Policy prior to the end of the plan year and/or policy period ("Early Termination") has severe financial implications. In the event the Employer invokes an Early Termination, the Employer will be liable for any claims incurred prior to the termination date up to the full specific or aggregate Attachment Point under the Stop-Loss Policy, and the full cost of all claims incurred under the Plan after the termination date. Terminal liability coverage is not provided in cases of Early Termination. Any advances provided under the Stop-Loss Policy that have not otherwise been reimbursed to the Stop-Loss Insurance Company must be repaid to the Stop-Loss Insurance Company by the Employer. In addition, Early Termination will result in the Employer's forfeiture of any excess funds remaining in the Employer Claim Account, for purposes of administration costs associated with claims processing after the termination date.

Section 9: Indemnification

Each party shall and does hereby indemnify and hold harmless the other party and its affiliates and each of their officers, directors, employees, agents, subcontractors, and representatives, from and against any and all claims and demands of every kind and nature asserted by a third party, whether groundless or otherwise, including, but not limited to, any and all actions, causes of action, suits, judgments, controversies, losses, damages, costs, liens, charges, court costs, reasonable attorney's fees, payments, penalties, liabilities and expenses, occasioned by, resulting from, arising out of, related to, or in connection with any grossly negligent or willful act or omission of the indemnifying party, its employees, officers, directors, agents or representatives,

or any of them, in performance of this Agreement, including, but not limited to, failure of the indemnifying party to comply with applicable local, state, or federal law, or the terms of this Agreement.

Each party shall notify the other party of any claim, demand, suit or threat of suit for which it intends to seek indemnification under this section promptly upon receipt of notice of any such claim, demand, suit or threat of suit. Neither party will settle an indemnified claim without the consent of the indemnified party, which consent shall not be unreasonably withheld or delayed. The provisions of this Section shall survive termination of this Agreement.

Section 10: Limitation of Liability

THE PARTIES AGREES THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

The provisions of this Section shall survive termination of this Agreement.

Section 11: Employer Representations and Agreement

The Employer hereby represents and agrees that:

A. The Employer wishes to purchase the bundle of services, known as the Allstate Benefits Core Value or Core Value Access Self-Funded Program, described in this Agreement to administer the Plan. The Employer understands that each of the services described herein is a required component of the Program, and any decision by the Employer to use any service other than those described herein will result in the Plan being ineligible to receive any of the services described herein.

B. If so elected in the quote from AB signed by the Employer, the Employer hereby establishes a wellness program administered by The Vitality Group, LLC. The Employer acknowledges that any charges incurred for health screenings coordinated through the wellness program shall be claims incurred under the Plan and payable as such. The Employer further authorizes AB to access and utilize the data collected through the wellness program, including but not limited to, participation metrics and outcomes and health screening results.

C. If the optional Walmart Health Virtual Care benefit is elected in the quote from AB signed by the Employer, the Employer hereby authorizes the Administrator to send eligibility data to Walmart Health Virtual Care for use of, including but not limited to, participation status, demographic information, and plan information.

D. Papa Caregiver program is available to eligible Plan members as indicated on the signed quote. Employer authorizes the Administrator to send eligibility data to Papa to administer and promote program to members. Eligibility data includes but is not limited to, participation status, demographic information, and plan information.

E. Eligible Plan members have access to the Cancer Coach program through Osara Health, as indicated on the signed quote. Employer authorizes the Administrator and/ or Program Manager to use PHI to determine eligible Plan members, and to

send eligibility data to Osara Health to administer and promote the program to members. Eligibility data includes first name, last name, date of birth, state, e-mail, address, phone number, and unique identifier.

F. By its participating in the Program, the Employer will also purchase Stop-Loss insurance coverage from the Stop-Loss Insurance Company pursuant to the terms of the Stop-Loss Policy.

G. The Employer has read this Agreement and agrees to be bound by its terms.

H. As a fiduciary of the Plan, the Employer is aware that funds are being provided to the account holder of funds (the "Fund Account Holder") (if applicable), the applicable Administrator, and the Stop-Loss Insurance Company, the Employer hereby approves such funds

I. The Core Value and Core Value Access Self-Funded Programs utilize referenced-based pricing, which determines the appropriate level of payment for certain covered charges in accordance with a multiple of the applicable Medicare reimbursement rate or other derived equivalent, as set forth in the Plan.

J. The Employer is solely responsible for complying with all applicable provisions of the Employee Retirement Income Security Act ("ERISA") and other laws applicable to Employer's Plan including the fiduciary responsibilities of administering its Plan, determining eligibility under the Plan, maintaining adequate funding to support the Plan, and preparing and providing its covered employees with copies of Benefit Documents. Employer acknowledges that neither AB nor any subcontractors that provide the Employer services pursuant to this Agreement are the "Plan Administrator" or the "Named Fiduciary" of the Employer's Plan, as those terms are defined in ERISA. In providing the Plan, SPD(s), or any other documents to the Employer, the Employer understands that AB is not providing the Employer with legal advice, and the Employer is advised to consult with its own legal counsel regarding any legal requirements relating to the Plan and this Agreement.

K. The Employer understands and agrees that this Agreement is subject to the terms of the quote from AB signed by the Employer. The Employer hereby confirms the representations and agreements set forth in the quote from AB signed by the Employer.

L. A duly authorized representative has signed this Agreement on behalf of the Employer named below.

Section 12: Schedules

Employer and Allstate Benefits agree to the following schedules, attached to and incorporated herein, to be effective with respect to the Program where applicable.

Schedule A – Employer Responsibilities

Schedule B – Fee Disclosure

Schedule C – Funding

Schedule D – Administrative Services Provided by AB

Schedule E – Section 125 Plan Adoption Agreement

Schedule F - Plan Document

Schedule G – Business Associate Agreement

Schedule H – Walmart Health Virtual Care Telehealth Provider Disclaimer

Section 13: Adoption of Agreements

By the signature below of the Employer, or its duly authorized representative, the Employer hereby:

Adopts the Plan, including the Plan document and SPD(s) and any subsequent amendments or modifications, for the benefit of its eligible employees and their eligible dependents (if applicable).

Adopts the agreement (if applicable) that provides direction for the payment of benefits under the Plan.

Adopts the Section 125 Plan Adoption Agreement as set forth on Schedule E and the Section 125 Premium Only Plan, including the Plan document and SPD(s), unless the Employer has otherwise established a cafeteria plan under Internal Revenue Code Section 125.

By:

(Signature)

Leondrae Camel

(Name)

City Manager

(Title)

(Date)

For: Business Legal Name

City of South Bay

Address

335 Southwest 2nd Avenue

City, State Zip

South Bay FL 33493

Phone

561-996-6751

SCHEDULE A
Employer Responsibilities

The following responsibilities shall apply to the Employer upon its participation in the Program:

A) The Employer will be responsible for providing all payroll/eligibility information to AB or its designee in a pre-approved format, which will include its employees' completion of an enrollment form (including newly hired employees that are still in a waiting period).

B) The Employer will provide complete and accurate payroll/eligibility information on all eligible employees (including eligible employees in a waiting period and those waiving enrollment), including, but not limited, to the following:

- Employee names
- List of employees enrolling in the Plan or waiving enrollment in the Plan; and
- Completed employee enrollment forms.

C) The Employer will provide complete and accurate information on existing COBRA participants, including but not limited to:

- Name;
- Social Security Number and Birth Date;
- Eligible dependents (with SSN, birth date and address) and types of coverages elected;
- Last known address of any COBRA participant;
- Date and type of qualifying event of any COBRA participant; and
- Premium payments.

D) The Employer will provide AB or its designee in the pre-approved format with timely, accurate and complete information regarding:

- New hires (requires completion of an employee enrollment form);
- Change requests or COBRA qualifying events; and
- Terminations.

E) The Employer will remit the required health care costs and associated fees as billed via either check or electronic funds transfer (EFT) by the first of each month for which they are due (provided that the Employer receives a bill by the 23rd of the month prior to the due date).

F) Employer will be responsible for providing participants with materials that are provided to Employer by AB for re-distribution to such participants. Specifically, and without limitation, AB may provide Employer with materials pertaining to the advocacy services available to participants when they receive a balance bill from a provider. Employer acknowledges and agrees to distribute any and all such materials in a timely manner to the participants.

SCHEDULE B
Fee Disclosure

Monthly Contribution:

The applicable monthly cost, including claims funding, administrative expenses and Stop Loss Policy premium that is set forth in the quote from AB signed by the Employer, (the "Monthly Contribution"). The Monthly Contributions are subject to change due to changes in census or other changes as allowed under Program guidelines.

- **Employer Claim Account:** The account containing the portion of the Monthly Contribution used for the payment of claims and, if applicable, any case management or health management fees, claim discount percent-of-savings, and/or claim re-pricing fees incurred under the Plan (the "Employer Claim Account").

- **Administrative Expenses:** The portion of the Monthly Contribution attributable to administrative expenses, including, but not limited to, fees due to the applicable Administrator, marketing fees, network access fees, fees for programs available to Plan members as indicated on the signed quote, or any other fees due for administrative services provided with regard to the Program. If the optional Walmart Health Virtual Care benefit and/or wellness program is included with the Program, the Administrative Expenses charge includes the amounts included in the quote/bill for payment of the access fee to the wellness program vendor, the administration fee to the Administrator (if applicable), and the coordination and marketing fee to AB. Wellness program fees may also include funding of participation incentive costs. If an optional vision benefit plan is included with the Program, the Administrative Expenses charge, included in the quote from AB signed by the Employer or bill for payment, includes an administration fee to the vision benefit plan administrator, Vision Service Plan (VSP).

- **Stop-Loss Insurance Policy Premium:** The portion of the Monthly Contribution attributable to the premium due with respect to the Stop-Loss Policy.

SCHEDULE C
Funding

Allied.

A. The Employer shall provide funds for the payment of claims incurred under the Plan pursuant to the Employer's administrative services agreement with Allied. Such funds are provided from and remain the Employer's general assets.

B. Allied will provide the Employer a monthly statement, which includes the funds used to pay healthcare costs, Stop-Loss Policy premium, and administrative expenses with regard to the Program.

SCHEDULE D
Administrative Services Provided By Allstate Benefits

I. AB shall provide Employer the following administrative services with regard to the Core Value and Core Value Access Plans:

A. Establishment of certain professional and/or ancillary network arrangements (e.g., transplant networks) with health care providers that agree to provide certain services covered under the Plan to participants at a negotiated rate ("Network Services Arrangements").

1. AB and/or its designee shall have the sole discretion as to which, if any, professional and/or ancillary Network Services Arrangement(s), if any, will be available for access by Plan.

2. If applicable, AB shall pay the network access fee required under any such Network Services Arrangement.

3. Providers participating in the professional and/or ancillary network(s) may change at any time without notice to the Employer. AB will provide the Employer with continuing access to provide information to assist covered persons in locating network providers. Network providers are not employees, agents, or partners of AB or its designee. Network providers participate in the provider network only as independent contractors.

4. Network providers and Plan participants are solely responsible for any healthcare services rendered to the Plan participants. Neither AB, nor its designee, make any representations regarding the value or cost effectiveness of any provider network adopted by the Employer.

5. The Employer acknowledges that each provider network is solely responsible for: its own provider credentialing, contracting with providers, recruiting, licensing, accreditation, maintaining adequate staffing, practice and professional standards, and all other activities pertinent to the responsibilities accorded provider networks. Access to a provider network is at all times conditioned upon Employer's compliance with applicable network rules, including without limitation, the timely funding of claims at the network provider's contracted rate.

B. AB or its designee shall provide pricing and negotiation services, which may include but is not limited to the negotiations with providers to obtain discounts on claims that meet the appropriate criteria as determined by the Plan. The Employer agrees to immediately fund the payment of any claim that has been negotiated through these services when necessary to secure the discount. The Employer understands and agrees that: (a) any such negotiated claim that is not funded in a timely manner may lose the negotiated discount, (b) the Employer may be responsible for the applicable fee associated with such negotiation services if the discount is lost, and (c) AB will not be responsible for the loss of such a negotiated discount.

C. AB and/or its health management vendor (for purposes of this section, hereinafter referred to as "Designee") shall be solely responsible for the provision of all health management and utilization management services as they relate to the Plan. Without limiting the foregoing, this includes all stages of health management, including utilization management and case management, and may include disease management as determined appropriate by AB. AB shall investigate those claims referred by the Administrator that require a clinical determination. AB, or its Designee, will provide professionals with appropriate credentials to make such determinations. AB and/or its Designee shall issue a determination to the participant and/or providers in the manner and within the time frame set by applicable law, provide the appropriate notice of any additional appeal rights, and administer all appeal levels related to such determinations. If a denial is upheld in the second level of appeal, AB, or its designee, will determine if the appeal is eligible for external review by an external review organization ("ERO"). If the appeal is eligible for review by an ERO, then AB, or its agent, will inform the participant of such right to appeal to the ERO.

D. AB, or its designee, shall provide pharmacy benefit management services with regard to the Plan. Any and all reimbursements, rebates or other monies received by AB in connection therewith shall be the property of AB.

E. AB will assist the Employer and/or Administrator in the creation of the Summary of Benefits and Coverage ("SBC") for the Plan in accordance with 26 CFR § 54.9815-2715 and 29 CFR §2590.715-2715 and subsequent related federal guidance. The Employer will remain responsible for the distribution of the SBC in accordance with federal law.

II. In the event Employer has purchased the Core Value Flex Plan option and elects to convert from the Core Value Plan to the PPO network plan type, then AB shall provide Employer the following administrative services with regard to the PPO network plan:

Arrangements.

1. AB and/or its designee shall have the sole discretion as to which Network Services Arrangement (both primary and passive or ancillary) will be available for access by Plan.

2. AB shall pay the network access fee required under any such Network Services Arrangement.

3. Providers participating in the network may change at any time without notice to Employer. AB will provide Employer with continuing access to provide information to assist covered persons in locating network providers. AB or its designee will update the provider information to reflect changes as soon as reasonably possible. Network providers are not employees, agents, or partners of AB or its designee. Network providers participate in the provider network only as independent contractors.

4. Network providers and Plan participants are solely responsible for any healthcare services rendered to the Plan participants. Neither AB, nor its

designee, make any representations regarding the value or cost effectiveness of any provider network adopted by Employer.

5. Employer acknowledges that each provider network is solely responsible for: its own provider credentialing, contracting with providers, recruiting, licensing, accreditation, maintaining adequate staffing, practice and professional standards, and all other activities pertinent to the responsibilities accorded provider networks. Access to a selected provider network is at all times conditioned upon Employer's compliance with applicable network rules, including without limitation, the timely funding of claims at the network provider's contracted rate.

6. If the Employer has elected to utilize Blue Cross Blue Shield of Arizona as its Network Services Arrangement, the Employer agrees that, if the Network Services Agreement by and between AB and Blue Cross Blue Shield of Arizona is not renewed, the Employer will be assigned a new Network Services Arrangement as of January 1, 2023.

7. Virtual professional services and virtual-based ancillary vendors or networks may be made available to the Plan at discounted rates, and cost sharing may be waived to the member.

B. If Employer has elected to utilize the Aetna Signature Administrators® program as its Network Services Arrangement, Employer agrees to comply with all terms of the Network Services Agreement by and between AB and Aetna Life Insurance Company, as may be amended from time to time. AB or its designee shall provide out-of-network pricing and negotiation services, which may include but is not limited to the negotiations with providers to obtain discounts on claims that meet the appropriate criteria as determined by the Plan. Employer agrees to immediately fund the payment of any claim which has been negotiated through these services when necessary to secure the discount. Employer understands and agrees that: (a) any such negotiated claim which is not funded in a timely manner may lose the negotiated discount, (b) Employer may be responsible for the applicable fee associated with such negotiation services if the discount is lost, and (c) AB will not be responsible for the loss of such a negotiated discount.

C. AB and/or its Designee shall be solely responsible for the provision of all health management and utilization management services as they relate to the Plan. Without limiting the foregoing, this includes all stages of health management, including utilization management and case management, and may include disease management as determined appropriate by AB. AB shall investigate those claims referred by Employer or the Administrator that require a clinical determination. AB, or its Designee, will provide professionals with appropriate credentials to make such determinations. AB and/or its Designee shall issue a determination to the participant and/or providers in the manner and within the time frame set by applicable law, provide the appropriate notice of any additional appeal rights, and administer all appeal levels related to such determinations. If denial is upheld in the second level of appeal, AB, or its designee, will determine if the appeal is eligible for external review by an IRO. If the appeal is eligible for review by an IRO, then AB, or its agent, will inform the participant of such right to appeal to the IRO.

D. AB, or its designee, shall provide pharmacy benefit management services with regard to the Plan. Any and all reimbursements, rebates or other monies received by AB in connection therewith shall be the property of AB.

E. AB will assist Employer and/or Administrator in the creation of the SBC for the Plan in accordance with 26 CFR § 54.9815-2715 and 29 CFR §2590.715-2715 and subsequent related federal guidance. Employer will remain responsible for the distribution of the SBC in accordance with federal law.

SCHEDULE E
Section 125 Plan Adoption Agreement

A. Do you currently offer a Section 125 Plan (cafeteria plan) to your eligible employees?

☑ Yes ☐ No

B. If you selected "Yes" to Item A. above:

1. Is Allied the Administrator of your Section 125 Plan?

☐ Yes ☐ No

2. Do you want Allied to continue to administer your Section 125 Plan, or replace your current Section 125 plan administrator (if you do not currently use Allied for this purpose)?

☐ Yes ☐ No

C. If you selected "No" to Item A. above, complete the following:

1. Name of Employer: City of South Bay

2. Employer Address: 335 Southwest 2nd Avenue

South Bay FL 33493

3. Employer Identification Number: 69-0500045

4. Name of Plan: City of South Bay Plan

5. Other participating Employers and the effective dates of their participation [identify all 80% or more owned affiliates of the named employer]:

EMPLOYER	DATE

6. Effective Date: 10/01/2023

7. Plan Year: The 12 month period ending 9/30/2024

8. The benefit options that are to be offered on a pre-tax basis through the Plan and the name of the benefit plan under which each benefit option is provided (*select all that apply*):

☑ A. Medical coverage

☐ 1. Name of Plan:
- ☐ a. Employee Only
- ☐ b. Employee Plus Spouse
- ☐ c. Employee Plus One or More Children
- ☐ d. Employee Plus Family
- ☐ e. Other:

☐ 2. No Coverage

☐ B. Dental coverage

☐ 1. Name of Plan:
- ☐ a. Employee Only
- ☐ b. Employee Plus Spouse
- ☐ c. Employee Plus One or More Children
- ☐ d. Employee Plus Family
- ☐ e. Other:

☐ 2. No coverage

☐ C. Vision coverage

☐ 1. Name of Plan:
- ☐ a. Employee Only
- ☐ b. Employee Plus Spouse
- ☐ c. Employee Plus One or More Children
- ☐ d. Employee Plus Family
- ☐ e. Other:

☐ 2. No coverage

☐ D. Other qualified insurance coverage

☐ 1. Name of Plan:
- ☐ a. Employee Only
- ☐ b. Employee Plus Spouse
- ☐ c. Employee Plus One or More Children
- ☐ d. Employee Plus Family
- ☐ e. Other:

☐ 2. No coverage

9. For new hires who fail to complete and return the applicable enrollment form (and for individuals who fail to complete and return an election form during the initial plan year enrollment), the following benefit options will be treated as having been automatically elected:

_____

SCHEDULE F

GROUP HEALTH PLAN - Plan Document

This document constitutes the "Plan Document" for the Group Health Plan ("Plan").

Establishment Of Plan
It is the intention of the employer, as the "Plan Sponsor," to establish and maintain by this Plan, which constitutes an "employee welfare benefit plan" within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974. This Plan provides one or more of the following benefits selected from the final signed quote: Medical, Dental, and/or Vision.

The benefits selected in the final signed quote are described in the accompany Summary Plan Description(s) ("SPD(s)"), which is(are) incorporated herein by reference.

The Plan Sponsor's purpose in establishing the Plan is to provide for the payment or reimbursement of certain medical, dental, and/or vision expenses, as applicable incurred by eligible Employees1 and Dependents. This Plan is established and shall be maintained for the exclusive benefit of eligible Employees and Dependents.

The Plan is effective on the Plan Effective Date, as reflected in the Benefit Summary in the SPD(s).

Overview Of The Plan
The benefits described in the SPD(s) will apply to Covered Persons, provided that all conditions of coverage have been met.

Service Of Process
Legal notice may be filed with, and legal process served upon, the Plan Administrator, or, if applicable, a Plan trustee.

Not An Employment Contract
Nothing in the Plan may be construed as an employment or any other type of contract between the Employer and any Employee. No Employee is entitled to continued employment by virtue of this Plan. The Plan does not limit the Employer's right to discharge any Employee with or without cause.

Plan Administration
The employer shall be the Plan Administrator. The Plan Administrator may delegate all or some of its duties to individuals, committees, and third parties in its sole discretion.

The Plan Administrator shall administer the Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. The Plan Administrator will also maintain records on behalf of the Plan. The Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan and the SPD(s), to make determinations regarding issues that relate to eligibility for benefits, to decide disputes that may arise relative to a Covered Person's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator shall receive the

City of South Bay

1 Capitalized terms not defined herein have the meaning set forth in the SPD(s).

maximum deference provided by law and will be final and binding on all interested parties. The Plan Administrator may enter into agreements to provide services or access to services covered under or required for administration of the Plan.

Funding
The Plan Sponsor will pay all claims and administrative expenses under the Plan from its general assets. The Employer shall, from time to time, evaluate the funding method of the Plan and determine the amount to be contributed (if any) by each Covered Employee.

Amendment Or Termination Of The Plan
The Plan Sponsor may, in its sole discretion, at any time, amend, suspend, or terminate the Plan in whole or in part. This includes amending the benefits under the Plan.

Any such amendment, suspension, or termination shall be enacted by written action of the Plan Sponsor in accordance with applicable federal and state laws. If the Plan is terminated, the rights of the Covered Persons are limited to Covered Charges Incurred before termination. [All amendments to this Plan shall become effective as of a date established by the Plan Sponsor. No change to the Plan will be valid unless approved by the Plan Sponsor.]

Adoption
This Plan Document is hereby adopted in its entirety by the Employer.

SCHEDULE G
BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") supplements and is made a part of the Allstate Benefits Self-Funded Program Employer Agreement (the "Agreement") by and between City of South Bay (Employer Name), plan sponsor of the [Plan Name] (the "Covered Entity") and The Association Benefits Solution, LLC marketed as Allstate Benefits Self-Funded Program ("Allstate Benefits" or "AB") or any of its affiliates (hereafter "Business Associate") (individually, "Party" and collectively, the "Parties").

WHEREAS, the Covered Entity and the Business Associate are parties to the Agreement pursuant to which the Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates or receives Protected Health Information ("PHI") and/or Electronic Protected Health Information ("EPHI") (defined below) from or on behalf of Covered Entity, which information is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d et seq.), and its implementing privacy and security regulations ("HIPAA"). The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA; and

WHEREAS, Covered Entity is obligated under Title II, Subtitle F ("Administrative Simplification") of HIPAA and regulations promulgated to ensure that Business Associate uses, discloses and protects PHI and EPHI consistent with the requirements of the Privacy, Security, and Omnibus Rules (defined below) and as outlined in this Addendum; and

WHEREAS, Business Associate acknowledges that with the enactment of the American Recovery and Reinvestment Act of 2009, Title XIII, Subtitle D (Pub. L. No 111-5 (2009)) ("HITECH"), certain provisions of HIPAA were amended in a way that directly impacts and regulates the Business Associate's responsibilities, obligations, and activities under the Privacy and Security Rules; and

WHEREAS, Business Associate acknowledges that it must comply with all HITECH provisions related to the activities of Business Associate including, but not limited to, HITECH Sections 13401, 13402, 13404, and 13405 and any regulations promulgated thereunder, including the Final Rule at 78 Federal Register 17, Part II (2013) (hereafter the "Omnibus Rule").

NOW THEREFORE, the Parties agree as follows:

1. Definitions

Breach shall have the same meaning as specified in 45 CFR § 164.402, as may be amended.

Effective Date is the date on which the underlying Agreement goes into effect.

Electronic Protected Health Information ("EPHI") shall have the same meaning as

specified in 45 CFR § 160.103, as may be amended, limited to all such information relating to the Covered Entity's customers, applicants or claimants that Business Associate may receive, review, create, transmit, observe, or otherwise have an opportunity to use or disclose while performing its obligations under this Addendum or the underlying Agreement.

Protected Health Information ("PHI") shall have the same meaning as specified in 45 CFR §

160.103, as may be amended, limited to all such information, regardless of its form, relating to the Covered Entity's customers, applicants or claimants that Business Associate may receive, review, create, transmit, observe, or otherwise have an opportunity to use or disclose while performing its obligations under this Addendum or the underlying Agreement. PHI includes EPHI as defined above.

Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E and any subsequent amendments including, but not limited to, the Omnibus Rule.

Required by Law shall have the same meaning as specified in 45 CFR § 164.103, as may be amended.

Secretary shall mean the Secretary of Health and Human Services (HHS) or any HHS officer, employee, or agent to whom the Secretary delegates authority.

Security Incident shall have the same meaning as specified in 45 CFR § 164.304, as may be amended.

Security Rule shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C and any subsequent amendments including, but not limited to, the Omnibus Rule.

Subcontractor shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to a Subcontractor to whom Business Associate delegates a function, activity, or service that is necessary for Business Associate to meet its obligations for or on behalf of Covered Entity under the terms of this Addendum or the underlying Agreement.

2. Obligations and Activities of Business Associate

   a. Confidentiality of PHI. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Addendum or as Required by Law. Business Associate shall not at any time access any PHI for any purpose other than those specifically authorized by Covered Entity or Required by Law.

   b. Permitted Uses and Disclosures. Except as otherwise provided in this Addendum, Business Associate shall use and disclose PHI solely for meeting its obligations and performing any functions, activities and/or services for or on behalf of Covered Entity under the terms of this Addendum, the Agreement, or as allowed or Required by Law. In addition, Business Associate may: use or disclose PHI in the following instances:

      1. Use PHI as necessary for the proper management and administration of Business Associate.

      2. Disclose PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business

Associate, provided that: (1) the disclosure is Required by Law; or (2) Business Associate obtains reasonable assurances from the third-party who receives the disclosed PHI that the confidentiality of the PHI will be maintained, that PHI will be further disclosed only as Required by Law or for the purpose for which it was disclosed, and that the third-party will notify Business Associate of any breaches of the confidentiality of PHI.

c. Disclosure to Subcontractor. Business Associate may allow a Subcontractor to create, receive, maintain or transmit PHI on behalf of Business Associate if Business Associate obtains satisfactory assurances by a written agreement or contract that conforms with 45 CFR §§ 164.502(e)(1)(ii), 164.504, 164.308(b)(2), and 164.314(a) acknowledging that the Subcontractor will comply with all applicable provisions of the Privacy, Security, and Omnibus Rules.

d. Prohibited Uses and Disclosures. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity, except as permitted by sections 2(b)(1) and (2) above and section (2)€ below. Additionally, Business Associate must comply with all applicable provisions of 45 CFR § 164.502(a)(5).

e. Aggregation of Data. Business Associate may aggregate the PHI received or obtained from Covered Entity with other PHI in its possession provided that the purpose of such aggregation is to provide Covered Entity with data analyses related to Covered Entity's "health care operations" (45 CFR § 164.501) as that term is defined in the Privacy Rule.

f. Appropriate Safeguards.

1. Business Associate shall use reasonable and appropriate safeguards to maintain the privacy and security of PHI and to prevent unauthorized use, disclosure, damage, or destruction of PHI.

2. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule and any subsequent amendments, including any applicable provision of the Omnibus Rule.

3. Such efforts shall also include the adoption and enforcement of policies and procedures to reasonably and appropriately implement the requirements of the Privacy, Security, and Omnibus Rules.

4. Business Associate shall encrypt Covered Entity's EPHI prior to saving it on portable media and while in transit. In other circumstances, Business Associate shall encrypt Covered Entity's EPHI whenever reasonably practicable.

g. Reporting Improper Use or Disclosure. Business Associate shall report to Covered Entity, any unauthorized use, disclosure, damage, destruction, or Breach of PHI by Business Associate or its Subcontractors, or any other Security Incident of

which it becomes aware, and establish procedures for mitigating, to the greatest extent possible, any harmful effect that is created by any improper use, disclosure, damage, destruction, Security Incident, or Breach of PHI. Business Associate shall assist in Covered Entity's notification of the occurrence to all necessary parties as required by applicable law, regulation, or as determined necessary by Covered Entity.

h. Access to PHI.

1. To enable Covered Entity to fulfill its obligations under the Privacy Rule, Business Associate shall, at the request and direction of Covered Entity, make PHI maintained by Business Associate or its Subcontractors available to Covered Entity or a designated individual for inspection and copying within ten (10) days of receipt of such a request from Covered Entity.

   If Business Associate maintains PHI electronically and an individual requests from Covered Entity or Business Associate an electronic copy, Business Associate shall provide Covered Entity access to the requested PHI in an electronic form and format as requested by individual if that form and format is readily producible. Otherwise, Business Associate shall provide the PHI in an agreed upon electronic readable form and format.

2. In the event an individual requests that his or her PHI be sent directly to a designated individual, Business Associate will, upon Covered Entity's direction, send the PHI directly to the designated individual if the request meets all the requirements of Section 164.524(c)(3)(ii).

i. Amendment of PHI. To enable Covered Entity to fulfill its obligations under the Privacy Rule, Business Associate shall, within ten (10) days of a request from Covered Entity, make PHI maintained by Business Associate or its Subcontractors available for amendment and, as directed by Covered Entity, shall incorporate any amendment or related statements into the information held by Business Associate and its Subcontractors. If any individual directly requests that Business Associate or its Subcontractor amend PHI, Business Associate and its Subcontractors shall notify Covered Entity within ten (10) days of such request.

j. Accounting of Disclosures. Business Associate and its Subcontractors shall, within ten (10) days of a request from Covered Entity, make available the information necessary for Covered Entity to provide an individual with an accounting of the disclosures of his or her PHI as required under the Privacy Rule. At a minimum, such information shall include: 1. the date of the disclosure; 2. the name and address of the entity or person receiving the PHI; 3. a brief description of the PHI disclosed; and 4. a brief description of the reason for the disclosure or a copy of the written request for the disclosure. Such information must be maintained by Business Associate and its Subcontractors for a period of six (6) years from the date of each disclosure for which accounting is required under 45 CFR § 164.528(a)(1). If any individual directly requests that Business Associate or its Subcontractors provide an accounting of disclosures of PHI, Business Associate

or its Subcontractors shall notify Covered Entity within ten (10) days of such request.

k. Covered Entity's Obligations. To the extent that Business Associate is required under the Arrangement to carry out obligations of Covered Entity imposed by the Privacy Rule, Business Associate will comply with all applicable provisions of the Privacy, Security, and Omnibus Rules in performing such obligations.

l. Minimum Necessary. Business Associate agrees that it will not request or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure or request.

m. Right to Audit, Inspection, and Enforcement. Business Associate agrees to make its internal practices, processes, books, and records relating to the use or disclosure of PHI available to Covered Entity, Covered Entity's parent and the Secretary or the Secretary's designee for purposes of determining Covered Entity's compliance with the Privacy Rule, Security Rule and applicable provisions of the Omnibus Rule.

Covered Entity shall be entitled, upon reasonable prior written notice to Business Associate, to conduct an on-site audit of Business Associate's internal practices, processes, books, and records to verify Business Associate's compliance with the terms of this Addendum.

Employee Training and Awareness. Business Associate shall provide appropriate training regarding the requirements of this Addendum to any employee (or other workforce member) accessing, using or disclosing PHI and shall develop and implement a system of sanctions for any employee (or other workforce member) or Subcontractor who violates the requirements imposed by this Addendum.

n. Restriction Requests; Confidential Communications. Business Associate shall comply with any restriction request and any confidential communication request of which Covered Entity makes Business Associate aware pursuant to section 3.c, below.

o. Notice of Privacy Practices. Business Associate shall use and disclose PHI in compliance with the terms of Covered Entity's updated privacy practices notice, as provided to Business Associate pursuant to section 3.a, below.

p. Transactions Rule Compliance. If Business Associate conducts a Standard Transaction (as that term is defined in 45 CFR § 162.103) for or on behalf of Covered Entity, Business Associate will comply, and will require any of its Subcontractors to comply, with each applicable requirement of 45 CFR Part 162.

3. Obligations of Covered Entity

a. Notice of Privacy Practices. Covered Entity agrees to inform Business Associate of its current privacy practices and any future changes to those practices by providing Business Associate with updated copies of its notice of privacy practices.

b. Revocation of Authorization by Individual. Covered Entity agrees to inform Business Associate of any change to or revocation of an individual's authorization to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Restrictions on Use and Disclosure. Covered Entity agrees to notify Business Associate of any restrictions to the use or disclosure of PHI agreed to by Covered Entity in accordance with the Privacy, Security, and Omnibus Rules to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. Permissible Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy, Security, or Omnibus Rules if done by Covered Entity.

4. Term and Termination

a. Term. This Addendum shall be effective from the Effective Date until all PHI provided by or created for Covered Entity is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy PHI, protections are extended to such PHI in accordance with the terms of this Agreement.

b. Material Breach. A breach by Business Associate of any material provision of this Addendum or the Privacy, Security, or Omnibus Rules, as determined by Covered Entity, shall constitute a material breach of this Addendum and shall provide grounds for the immediate termination of this Addendum and the Agreement.

c. Business Associate's Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Addendum or the Privacy, Security or Omnibus Rules, Covered Entity may provide Business Associate with an opportunity to cure the breach or violation. If Business Associate fails to cure the breach or violation to the satisfaction of Covered Entity within the time period specified by Covered Entity, Covered Entity shall have the right to terminate the Addendum and the underlying Agreement.

d. Reasonable Steps to Cure Breach. If Business Associate knows of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of Subcontractor's obligations to Business Associate, or the Privacy, Security, or Omnibus Rules, Business Associate may provide Subcontractor with an opportunity to cure the breach or violation. If Subcontractor fails to cure the breach or violation to the satisfaction of Business Associate and/or Covered Entity within the time period specified by Business Associate or Covered Entity, Business Associate shall terminate the relationship with the Subcontractor and retrieve all PHI from the Subcontractor. In the event termination or cure is not feasible, Business Associate shall report Subcontractor's breach or violation to the Secretary.

e. Remedies. Notwithstanding any rights or remedies set forth in this Addendum or provided by law, Covered Entity retains all rights to seek injunctive relief to prevent

or stop the unauthorized use or disclosure of PHI by Business Associate or its Subcontractors or any third party who has received PHI from Business Associate.

f. Effect of Termination.

1. Upon termination of the Agreement (including termination due to material breach of this Addendum pursuant to section 5.a, above), Business Associate shall return or destroy all PHI in its possession or the possession of its Subcontractors. Business Associate agrees that it will not retain any copies of PHI it returns or destroys in any form or medium except as may otherwise be required by applicable law.

2. If it is infeasible to return or destroy any or all PHI, Business Associate and its Subcontractors shall continue to extend the protections of this Addendum to such information and limit further use and disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Miscellaneous

a. Relationship of Parties. None of the provisions of this Addendum are intended to create or shall be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any Agreement between the Parties.

b. Ownership of PHI. The PHI and any related information created for or received from Covered Entity is, and will remain, the property of Covered Entity. Business Associate agrees that it acquires no ownership rights to, or title in, the PHI or any related information.

c. No Third-Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person or entity other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

d. Successors and Assigns. This Addendum shall be binding on the Parties and their successors, but neither Party may assign the Addendum without the prior written consent of the other, which consent shall not be unreasonably withheld.

e. Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any occasion.

f. Severability. In the event that any provision of this Addendum is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Addendum shall remain in full force and effect.

g. Modification to Comply with Law. The Parties acknowledge that state and federal laws relating to the security and privacy of PHI are rapidly evolving and that modification of this Addendum may be required to provide for procedures to ensure

compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of the Privacy, Security, and Omnibus Rules. Upon request of either party, the other party agrees to promptly enter into negotiations concerning the terms of a modification to this Addendum embodying written assurances consistent with the standards and requirements of the Privacy, Security, and Omnibus Rules. Covered Entity may terminate this Addendum upon thirty (30) days written notice in the event: 1) Business Associate does not promptly enter into negotiations to modify this Addendum when requested by Covered Entity under this section; or 2) Business Associate does not enter into a modification of this Addendum providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and the requirements of the Privacy, Security, and Omnibus Rules.

h. Amendment. This Addendum may be amended or modified only in a writing signed by the Parties.

i. Notice. Any notice to the other Party pursuant to this Addendum shall be deemed provided if sent in accordance with those provisions set forth in Section 12 of the Agreement.

j. Interpretation. This Addendum shall be interpreted as broadly as necessary to implement and comply with the Privacy, Security, and Omnibus Rules. The Parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies with and is consistent with the Privacy, Security, and Omnibus Rules.

SCHEDULE H
WALMART HEALTH VIRTUAL CARE TELEHEALTH
PROVIDER DISCLAIMER

If the Employer has elected the optional Walmart Health Virtual Care benefit through the Program, the disclaimer below applies. “Distributor” in the below disclaimer is defined as Allstate Benefits; “Client” in the below disclaimer is defined as Employer.

Disclaimer of Warranties; Limitation on Liability. THE TELEHEALTH PRODUCT IS MADE AVAILABLE TO DISTRIBUTOR, CLIENTS, AND THEIR ELIGIBLE PARTICIPANTS “AS IS,” WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. THE TELEHEALTH PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TELEHEALTH PROVIDER DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. EXCEPT FOR BREACHES OF INTELLECTUAL PROPERTY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE TELEHEALTH PROVIDER’S AGGREGATE AND CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY DISTRIBUTOR IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL THE TELEHEALTH PROVIDER BE LIABLE TO THE DISTRIBUTOR OR ANY OTHER PERSON (INCLUDING ANY CLIENT) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE TELEHEALTH PROVIDER’S PERFORMANCE UNDER THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE PROGRAM SOFTWARE, OR FOR ANY CLAIM BY ANY ELIGIBLE PARTICIPANT OR OTHER PERSON, EVEN IF THE TELEHEALTH PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ADMINISTRATIVE SERVICES AGREEMENT
GROUP NO. XXXXX

This Agreement is made and entered into as of this 1st day of October, 2023 ("Effective Date") by and between (Group Name) City of South Bay (hereinafter referred to as "Employer") and Allied Benefit Systems, LLC. (hereinafter referred to as "TPA"). The purpose of this Agreement is to detail the responsibilities and obligations of the parties with respect to the Employer's program of providing medical and/or other benefits for employees and their dependents (hereinafter referred to as "Benefit Plan").

Therefore, for and in consideration of the mutual covenants contained herein and for other valuable consideration, it is agreed as follows:

1. RESPONSIBILITIES OF THE EMPLOYER

a. Furnish the TPA with a written detailed description of the Benefit Plan.
b. Determine the claims administration procedures and practices to be followed, which are not self-evident from the Benefit Plan.
c. Determine the eligibility of an employee or dependent to receive benefits. The Employer shall supply the TPA in writing or by electronic medium with all information regarding the eligibility of employees and dependents.
d. Remit all fees and insurance premiums when due. Failure to do so may result in a loss of coverage and cessation of administrative services and will relieve the TPA of any further responsibility under this Agreement. Payments received after the due date may be subject to a $50.00 late fee.
e. Perform and comply with the obligations set forth in the HIPAA Business Associate Addendum, attached as Exhibit A to this Agreement and incorporated hereto by reference.
f. Provide the TPA with the social security numbers and Medical Health Insurance Claim Numbers ("HICNs") (if applicable) for all Benefit Plan participants (employees and dependents) upon request in order for the TPA to supply such information to the Centers for Medicare and Medicaid Services in compliance with the Medicare, Medicaid and SCHIP Extension Act.
g. The Employer shall furnish the TPA with the following information for each employee and dependent for which COBRA coverage will be offered by the Employer:
   i. name
   ii. address
   iii. social security number
   iv. date of birth
   v. type of qualifying event
   vi. date of qualifying event
   vii. premium rate
   viii. available coverage
   ix. any other appropriate information requested by the TPA.

Such information will be forwarded to the TPA within thirty (30) days of the date of the qualifying event.
h. Furnish the TPA with sufficient information regarding claims incurred before the effective date of the claims administration of the Benefit Plan by the TPA to allow it to determine the liability of the Benefit Plan for related claims incurred thereafter.
i. Promptly inform the TPA of the addition or deletion of persons covered by the Benefit Plan with the agreement that the Benefit Plan shall remain liable for benefit claims which are pre-certified, or which have been paid, as being covered until such time as the TPA is notified of the change in eligibility of any person covered under the Benefit Plan.
j. Acknowledge its fiduciary responsibility per the Employee Retirement Income Security Act of 1974.
k. Reconcile monthly billings and notify TPA of any discrepancies within 60 days of the billing date. Notwithstanding the foregoing, Employer must nonetheless pay all bills timely.

2. RESPONSIBILITIES OF TPA

a. Provide Benefit Plan documents for the Employer's review.
b. Arrange for the production and distribution of summary plan descriptions, ID cards, summaries of benefits and coverage and other agreed upon Benefit Plan-related documents for Benefit Plan participants.
c. Follow the claims administration procedures and practices provided for under the Benefit Plan, and consult with the Employer on any changes.
d. Provide suitable facilities, personnel, procedures, forms and instructions and other services reasonably necessary for the processing of claims under the Benefit Plan.
e. Determine, in accordance with the Benefit Plan and claims processing procedures and practices, the qualification of claims submitted, making as required, such investigations as may be reasonably necessary as determined by the TPA.
f. Forward payment with Employer funds as provided for in Section 5 of amounts due with respect to claims that qualify under the Benefit Plan as provided above.
g. Submit to the Employer a reconciliation, which includes a monthly accounting of payments made in sufficient detail to provide for the audit and control of funds used.
h. Submit to the Employer a monthly accounting of benefit payments for all lines of coverage and payments to individuals.
i. Submit to each employee and dependent specified by the Employer a COBRA package containing the necessary election forms and premium rates established by the Employer. Such information will be forwarded to any individual specified by the Employer within fourteen (14) days of the date the TPA receives the Employer's request. If COBRA coverage is elected, the TPA shall forward to the individual(s) payment coupons indicating the monthly premium payments for continued coverage. Such coupons will be forwarded within fourteen (14) days of the date the signed and completed election form is received by

the TPA.
j. If requested, assist the Employer in the preparation and filing of Form 5500 for the Benefit Plan.
k. If the Employer has elected to utilize the Aetna Signature Administrators® program as its network, and in the event the TPA becomes aware that the Employer has (a) filed an application for, or consented to the appointment of a receiver, trustee, or liquidator of all or a substantial portion of the Employer's assets; (b) filed a voluntary petition in bankruptcy or admission in writing of its inability to pay its debts as they become due; or (c) filed a petition or an answer seeking reorganization or arrangement with creditors to take advantage of any insolvency law; or (d) refused to fund any covered claims of participating providers, then, if the Employer is not current on its payment, the TPA will require Employer to immediately notify all members of the Benefit Plan and all health care providers whose claims are pended as a result of the delinquency of funding. Such notification shall be in writing and a copy forwarded to the TPA and Aetna Life Insurance Company.
l. Comply with the requirements imposed on the Claims Processor by the Medicare, Medicaid and SCHIP Extension Act, including the transmission of the social security numbers and HICNs of Employer's Benefit Plan participants to the Centers for Medicare and Medicaid Services as applicable.
m. Using information provided by the Employer, maintain eligibility files of employees and dependents to obtain benefits under the Benefit Plan.
n. Provide appropriate billings for all services and insurance coverages, request additional funding when the Benefit Plan does not meet or exceed the cumulative claim fund contribution and remit collected funds to the appropriate party.
o. TPA, at its sole cost and expense, shall procure and maintain policies of general liability and professional liability insurance.
p. Provide standard eligibility and claim reports.
q. Maintain records related to the Benefit Plan and the TPA's services provided hereunder for a period of ten years.

3. ADMINISTRATION FEE

TPA shall collect from Employer the agreed-upon administration fee, which shall include the fee to which TPA is entitled for its performance of the services outlined in this Agreement. TPA shall remit the remaining portions of the administration fee to Employer's contracted vendors, as directed by Employer. Separately, with respect to any subrogation matter of which TPA is involved, Employer shall pay TPA a fee in the amount of 25% of any monetary recovery.

4. BENEFIT PLAN ACCOUNT

Employer shall provide funds to be used to make Benefit Plan payments to, or on behalf of, plan participants as funds are needed to cover such payments. Upon the request of TPA, Employer or the Benefit Plan will transfer to TPA those funds which are necessary to provide for the payment of approved claims and other approved expenses of the Benefit Plan. All funds transferred to TPA will be used solely and exclusively for the purpose of paying approved claims or for the payment of other approved expenses of the Benefit Plan. TPA shall not be liable for provider/facility charges claimed as a result of purported lost discounts, or for any other expenses incurred as a result of purported lost discounts, unless such charges or expenses are a result of TPA's sole negligence or willful misconduct.

5. AUDIT

Upon reasonable prior written notice, the Employer and/or its designated auditor may conduct an on-site audit to examine any records of TPA relating to the performance of its responsibilities under this Agreement, including processing of eligibility, claims, claims payments, and the issuing of checks for payment of claims. The audit must be reasonable in scope as mutually determined by the Employer and TPA. In addition, TPA must consent to the choice of auditor, such consent shall not be unreasonably withheld. Audits performed on a contingency fee basis will not be allowed by the TPA. Employer shall pay all expenses and fees associated with the auditor, and shall also pay a fee to TPA for TPA's time and costs associated with the audit. The amount of this fee to TPA shall be agreed to in writing between the parties in advance of the audit.

6. LIABILITY AND INDEMNITY

a. TPA does not insure nor underwrite the liability of Employer under the Benefit Plan. Employer acknowledges and agrees that: (a) Employer is the fiduciary under the Benefit Plan, pursuant to the Employee Retirement Income Security Act of 1974 ; (b) the services provided by TPA to the Benefit Plan shall be performed within the framework established by the Employer; (c) the Employer retains the ultimate responsibility for claims made under the Benefit Plan, COBRA compliance, the purchase of stop-loss, the filing of Form 5500 and all expenses incident to the Benefit Plan; (d) the Employer retains the exclusive discretionary authority and control to manage and otherwise administer the Benefit Plan and the disposition of its assets, , and (e) with the exception of payments made by Employer to TPA in satisfaction of any administrative fees, TPA will act as a mere custodian, financial intermediary, or commercial conduit with respect to any funds provided by Employer to TPA pursuant to this Agreement, and TPA shall not be considered an initial transferee of those funds, as those terms are applied to Section 550 of Title 11 of the United States Code. Except to the extent TPA is otherwise indemnified by a third party, Employer agrees to indemnify the TPA and hold the TPA harmless against claims for insurance premiums, taxes, penalties, employee benefits and any and all losses, damages,

expenses, costs or liabilities, including reasonable attorneys' fees and court costs, arising out of claims brought against the TPA 1) to recover benefits under the Benefit Plan, 2) to recover damages for failure to pay such benefits, including any purported lost discounts, or 3) in connection with any other action or claim relating to the Benefit Plan, including, without limitation, any action for recovery of amounts paid to the TPA for the Benefit Plan (with the exception of payments in satisfaction of administrative fees), whether under Sections 544, 547, and 548 of Title 11 of the United States Code or otherwise, unless such losses, damages, expenses, costs or liabilities are incurred solely as a result of the negligence or willful misconduct of TPA.

b. Except to the extent TPA is otherwise indemnified by a third party, Employer agrees to indemnify TPA and hold TPA harmless for penalties levied by the federal government against TPA for failure to provide all social security numbers and HICNs (when applicable) of Employer's Benefit Plan participants to the Centers for Medicare and Medicaid Services, pursuant to the Medicare, Medicaid and SCHIP Extension Act. This section will not apply when such failure is based on the negligence of TPA. TPA agrees to send a letter to Employer on a quarterly basis regarding the necessary social security numbers.

c. During the continuance of this Agreement, the TPA agrees to indemnify the Employer and hold the Employer harmless against any and all loss, damage, and expense with respect to this Benefit Plan resulting from or arising out of the dishonest, fraudulent, negligent or criminal acts of TPA's employees, acting alone or in collusion with others. TPA shall maintain blanket bond coverage for employee dishonesty.

d. Any regulatory or governmental assessment, tax, fee or penalty assessed or imposed on the TPA (except to the extent such a penalty is assessed or imposed as a result of the TPA's negligence or willful misconduct), as a result of the existence of the Benefit Plan or the TPA's administration of the Benefit Plan, will be the responsibility of the Employer.

e. TPA shall not be liable to Employer for any claim which is asserted by Employer more than one (1) year after Employer is or should have been reasonably aware of such claim, and will in no event be liable to Employer for any claim which is asserted by Employer more than twenty-four (24) months after the event resulting in damage or loss.

f. The provisions contained within this Section 6 shall survive termination of this Agreement.

7. ASSESSMENTS, TAXES, PENALTIES AND GOVERNMENTAL FEES

Subject to Section 6, entitled "Liability and Indemnity," all assessments will be paid in accordance with and will be the responsibility of the applicable party set forth or otherwise prescribed in the regulation or other applicable law governing the applicable assessment. To the extent the regulation or other applicable law does not identify the responsible party, the following guidelines shall be used to determine the party responsible for the payment of such assessment:

a. Assessments directly related to the payment for medical care will be processed and paid in the same manner as claims paid in accordance with the terms of the Benefit Plan. As such, these assessments are not the responsibility of the TPA.

b. Residency taxes and/or fees will be billed to and paid by the Employer as a separate line item on its monthly bills. As such, these taxes and/or fees are not the responsibility of the TPA.

c. TPA license fees that are charged as a result of doing business, as well as TPA's corporate taxes, will be the responsibility of TPA.

d. Except to the extent otherwise agreed upon between TPA and a third party, nothing in this section shall preclude TPA from passing through to the Employer any applicable assessment, tax, penalty or fee for which the responsible party cannot be determined based on the foregoing.

8. SEVERABILITY

Should any part of this Agreement be declared invalid, any remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated.

9. TERMINATION AND REVISION

This Agreement shall commence as of the Effective Date and shall continue in full force and effect for one (1) year, and thereafter shall automatically renew for additional terms of one (1) year unless terminated in accordance with the remainder of this Section and/or other provisions of this Agreement.

Unless otherwise provided, this Agreement may be terminated effective upon (a) the first day of any month following thirty (30) days written notice of termination by either party to the other, (b) failure of Employer to pay its monthly administration fee, if such fee is not received by TPA within 31 days following the applicable due date or (c) failure of Employer to pay its first monthly administration fee upon re-issue, if such fee is not received by TPA within 40 days following the applicable due date. Upon termination of this Agreement, TPA will provide services in accordance with the terms of the Benefit Plan, and/or Employer's stop-loss policy, during the Employer's applicable run-out period, and all claim files shall remain in TPA's possession until the completion of all such services. If requested by the Employer in writing, the TPA will provide a computer - generated Paid Claims Analysis Report and Eligibility Listing for the period of this Agreement. No other services will be provided by the TPA after the termination of this Agreement unless agreed to in writing by both

parties.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that the TPA is engaged to perform services under this Agreement as an independent contractor and not as an employee, agent, partner or joint venturer of the Employer, its broker or consultant or any other vendor.

11. NO CONTINUING WAIVER

Failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or in any way offset the validity of this Agreement or any part thereof or the right of such party to thereafter enforce each and every provision of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

12. THIRD PARTY RIGHTS

Nothing contained in this Agreement, expressed or implied, is intended to confer, or shall confer, upon any individual participant in or beneficiary under the Benefit Plan any rights or remedies under or by reason of this Agreement.

13. NONSOLICITATION

During the term of this Agreement and for a period of twenty-four (24) months following termination of this Agreement, for any reason, with or without cause, neither party shall solicit or induce (or attempt to solicit or induce) any employee or independent contractor of the other party to leave or terminate his/her employment and/or independent contractor relationship. This provision shall survive termination of this Agreement.

14. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15. HEADINGS, GENDER AND NUMBER

Paragraph numbers and headings have been inserted solely for convenience and reference and shall not be construed to affect or limit the meanings, construction or effect of this Agreement. Use of the masculine gender shall include the feminine gender and vice versa. Use of the word "party" shall mean and include any trust, corporation, partnership, or other entity. The singular number shall include the plural number and vice versa.

16. APPLICABLE LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Wisconsin.

17. AMENDMENTS AND MODIFICATIONS

Unless stated otherwise in this Agreement, this Agreement may only be revised by a written agreement signed by both parties.

18. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and no other representations, oral or otherwise, are binding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the day and year first above written.

FOR THE EMPLOYER:

BY:_____

TITLE: City Manager

DATE:_____

FOR THE TPA:

BY: 

TITLE: Vice President of Administration

ALLIED BENEFIT SYSTEMS, LLC
200 West Adams
Suite 500
Chicago, IL 60606

EXHIBIT A
HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Administrative Services Agreement ("Agreement") between (Group Name)City of South Bay,, plan sponsor of the (Group Name Employee Benefit Plan) City of South Bay _ ("Covered Entity") and Allied Benefit Systems, LLC ("Business Associate").

Covered Entity and Business Associate are parties to the Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates, receives, maintains and/or transmits Protected Health Information ("PHI") on behalf of Covered Entity. To that end, the purpose of this Addendum is to comply with the requirements of (i) the implementing regulations at 45 C.F.R Parts 160, 162, and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (*i.e.,* the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules ("the Implementing Regulations"), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") that are applicable to business associates, and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013 (75 Fed. Reg. 5566 (Jan. 25, 2013)) ("the Final Regulations"). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Addendum as "the HIPAA Requirements."

Covered Entity and Business Associate agree to incorporate into this Addendum any regulations issued by the U.S. Department of Health and Human Services ("HHS") with respect to the HIPAA Requirements that relate to the obligations of business associates to be reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the provisions of the HIPAA Requirements directly applicable to Business Associate, and that it has direct liability for any violations of such HIPAA Requirements.

In the event of an inconsistency between the provisions of this Addendum and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by HHS or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties), the interpretation of HHS, such court or regulatory agency shall prevail.

Where provisions of this Addendum are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this Addendum shall control.

In light of the foregoing and the requirements of HIPAA, Business Associate and Covered Entity agree to be bound by the following terms and conditions:

1. **Definitions.**

(a) General. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms are defined in the HIPAA Requirements.

(b) Specific.

i. Breach. "Breach" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.

ii. Business Associate Subcontractor. "Business Associate Subcontractor" shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.

iii. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") shall have the same meaning set forth in 45 C.F.R. § 160.103, as amended from time to time, and generally means Protected Health Information that is transmitted or maintained in any electronic media.

iv. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

v. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

vi. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Addendum.

vii. Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

viii. Security Incidents. The term "Security Incidents" has the meaning set forth in 45 C.F.R. § 164.304, as amended from time to

time, and generally means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

ix. Security Rule. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information created, transmitted, maintained or received in an electronic media (45 C.F.R. Parts 160, 162 and 164.)

x. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

xi. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean, as defined in 45 C.F.R. §164.402, Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by HHS.

2. **Flow-Down of Obligations to Business Associate Subcontractors**. Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this Addendum in the same manner as required of Business Associate, and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

3. **Obligations and Activities of Business Associate under HIPAA Privacy Rules.**

(a) Use and Disclosure. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Addendum or as Required by Law. When performing the functions and activities specified in the Agreement and this Addendum (including when requesting PHI from another covered entity or business associate), Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

(b) Appropriate Safeguards. Business Associate shall establish, implement and maintain appropriate safeguards, and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Addendum. Without limiting the generality of the foregoing, Business Associate agrees to protect the integrity and confidentiality of any PHI it electronically exchanges with Covered Entity.

(c) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

(d) Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided in this Addendum of which Business Associate becomes aware, including reporting Breaches of Unsecured PHI as required by 45 C.F.R. § 164.410 and this Addendum.

(e) Access to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably requested by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to those individuals who are the subject of the PHI (or their designees) in order to meet the requirements under 45 CFR 164.524. Business Associate shall make such information available in an electronic format where directed by Covered Entity.

(f) Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.

(g) Access to Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner reasonably requested by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's and/or Business Associate's compliance with the HIPAA Requirements.

(h) Accountings. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(i) Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner reasonably requested by Covered Entity, information collected in accordance with Section 3.h. of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

4. Obligations and Activities of Business Associate under HIPAA Security Rules.

(a) Business Associate shall use appropriate administrative, technical, and physical safeguards ("Safeguards"), that reasonably and appropriately

protect the integrity, confidentiality, and availability of, and to prevent non-permitted or violating use or disclosure of, EPHI created, transmitted, maintained, or received in connection with the services provided under the Agreement.
(b) Business Associate shall document and keep these Safeguards current. These Safeguards shall extend to transmission, processing, and storage of EPHI. Transmission of EPHI shall include transportation of storage media, such as magnetic tape, disks or compact disk media, from one location to another. Upon Covered Entity's request, Business Associate shall provide Covered Entity access to, and copies of, documentation regarding such Safeguards.
(c) Business Associate shall comply with and implement the requirements of the HIPAA Security Rule (45 C.F.R. Parts 160, 162, and 164) by:

i. Implementing administrative, physical, and technical safeguards required by the Security Rule that reasonably protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.
ii. Ensuring that any Business Associate Subcontractors to whom it provides such information agree to implement reasonable and appropriate safeguards to protect such information;
iii. Reporting and tracking all Security Incidents as described below:
iv. Business Associate shall report to Covered Entity any Security Incident that results in (i) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's EPHI of which Business Associate becomes aware, or (ii) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware;
v. Business Associate shall report to Covered Entity within twenty-one (21) days after Business Associate learns of such Security Incident. For any other Security Incident, Business Associate shall aggregate the data and provide such reports on a quarterly basis, or more frequently upon Covered Entity's request.
vi. Making Business Associate's policies and procedures and documentation required by the Security Rule related to these safeguards available to the Secretary for purposes of determining Covered Entity's and/or Business Associate's compliance with the Security Rule.

(d) Business Associate agrees to take all reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure modification or destruction of EPHI.

5. Notice and Reporting Obligations of Business Associate.
(a) Business Associate shall notify Covered Entity within twenty-one (21) days after discovery by Business Associate, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any successful Security Incident) that is not permitted by this Addendum, by applicable law, or permitted in writing by Covered Entity.
(b) Business Associate shall, as required by law, notify Covered Entity of the discovery of any Breach of Unsecured Protected Health Information. Notice must be made without any unreasonable delay and no later than twenty-one (21) days after discovery of the Breach by Business Associate.
(c) As provided for in 45 C.F.R. Sec. 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall assist Covered Entity in performing a risk assessment to examine whether there is a low probability that the Unsecured PHI has been compromised to determine whether a Breach has in fact occurred.

Business Associate shall cooperate with Covered Entity in furtherance of Covered Entity's Breach notification obligations under the HIPAA Requirements by:

- Identifying each individual (if known) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed.
- Identifying the nature of the Breach, including the date of the Breach and date of the discovery.
- Identifying the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.
- Identifying the unauthorized person who used the PHI or to whom the disclosure was made.
- Determining whether the PHI was actually acquired or viewed.
- Identifying what corrective or investigational action Business Associate took or will take to prevent further non-permitted accesses, uses, or disclosures.
- Determining the extent to which the risk to the PHI has been or will be mitigated by Business Associate.
- Determining whether the incident falls under any of the Breach notification exceptions.

6. **Permitted Uses and Disclosures by Business Associate.**
(a) Agreement. Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this Addendum or the HIPAA Requirements, and only in connection with providing the services identified in the Agreement. To that end, Business Associate may not use or disclose PHI in a manner that would violate the requirements of the Privacy Rule if done by Covered Entity, subject to subsections 6(b) and (c), or the minimum necessary policies and procedures of Covered Entity. Business Associate further agrees that to

the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(b) Use for Administration of Business Associate. As permitted by the HIPAA requirements, Business Associate may use PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for 1) the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, or 2) data aggregation services relating to health care operations of the Covered Entity.

(c) Disclosure for Administration of Business Associate. As permitted by the HIPAA Requirements, Business Associate may disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

7. **Obligations of Covered Entity.**

(a) Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Notification of Changes Regarding Individual Permission. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Notification of Restrictions to Use or Disclosure of PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522.

(d) Obligations of Covered Entity with respect to a Breach of Unsecured PHI. Covered entity shall:

- Investigate any unauthorized access, use, or disclosure of Unsecured PHI.
- Perform a risk assessment to determine if there is a low probability that the PHI has been compromised
- Determine whether the incident falls under any of the HITECH Breach notification exceptions.
- Notify each Covered Entity plan member impacted by a Breach by first class mail (or by other methods applicable under law) without any unreasonable delay and no later than 60 days after discovery of the Breach. The notification will comply with the HIPAA Requirements.
- Maintain a log and submit to HHS an annual report of Breaches of Unsecured PHI that impact fewer than 500 individuals under the time frames required by the HIPAA Requirements.
- Notify HHS in the event the Breach of Unsecured PHI impacts 500 or more individuals under the time frames required by the HIPAA Requirements.
- Notify media when required by the HIPAA Requirements.

8. **Permissible Requests by Covered Entity.**

Except as set forth in Section 6 of this Addendum, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

9. **Term and Termination.**

(a) Term. This Addendum shall be effective as of effective date of the Administrative Services Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon either party's knowledge of a material breach by the other party, including the breaching party engaging in a pattern of activity or practice that constitutes a material breach or violation of the breaching party's obligations under this Addendum, the non-breaching party shall either:

i. Provide an opportunity for the breaching party to cure the breach or end the violation. If the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, the non-breaching party shall terminate the Agreement and this Addendum;
ii. Immediately terminate the Agreement and this Addendum if the breaching party has breached a material term of this Addendum and cure is not possible; or
iii. If neither termination nor cure are feasible, the breaching party shall report the violation to the Secretary.

(c) Effect of Termination.

i. Except as provided in paragraph ii. of this Section 9.c., upon termination of the services provided to Covered Entity under the Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Business Associate Subcontractors. Business Associate shall retain no copies of the PHI.
ii. In the event that Business Associate

determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum and the HIPAA Requirements to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

10. **Miscellaneous.**

(a) Regulatory References. A reference in this Addendum to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

(b) Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and HIPAA.

(c) Survival. Business Associate's and Covered Entity's obligation to protect the privacy and security of the PHI they created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Addendum will be continuous and survive termination, cancellation, expiration, or other conclusion of this Addendum or the Agreement.

(d) Information Systems. If Business Associate is provided access to any Covered Entity information system or network containing any EPHI, Business Associate agrees to comply with all Covered Entity policies for access to and use of information from the information systems or network

(e) Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the applicable provisions of the Privacy Rule and Security Rule.

(f) No Third Party Beneficiaries. Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

(g) Miscellaneous. The Addendum constitutes the entire agreement between the parties with respect to the subject matter contained herein, and no other representations, oral or otherwise, are binding.

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into by and between City of South Bay (hereinafter "Covered Entity") and Carmen Miller
EMPLOYER GROUP NAME AGENT/AGENCY NAME
(hereafter "Business Associate") (individually, "Party" and collectively, the "Parties"). This Agreement is effective on the date it is signed by both Parties ("Effective Date").

Business Associate agrees not to engage in any practice harmful to the best interests of Covered Entity. Business Associate further agrees that any such practice can serve as the basis for the immediate termination of this Agreement.

Services provided by Business Associate may be subject to state and federal privacy laws and regulations, including but not limited to the Gramm-Leach-Bliley Act ("GLBA"), Health Insurance Portability and Accountability Act ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH"), and their implementing regulations, as amended from time to time, any and all applicable state privacy and security statutes and any relevant regulations enacted or promulgated in conjunction with applicable state and federal privacy and security laws.

For purposes of the following, capitalized terms not otherwise defined shall have those meanings ascribed by HIPAA/HITECH. In the capacity as a Business Associate to Covered Entity, Business Associate agrees:

1. not to use or to disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as required by law;
2. to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. to only request or disclose the minimum amount of PHI necessary to accomplish the purpose of the use or disclosure;
4. to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity as required under HIPAA/HITECH;
5. to report to Covered Entity, within 24 hours of discovery, any use or disclosure or disclosure of the PHI by Business Associate or Business Associate's Agents, including Subcontractors, that is not provided for by this Agreement and of which Business Associate becomes aware;
6. to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure or Breach of PHI by Business Associate in violation of the requirements of this Agreement;
7. to the extent that the unauthorized use or disclosure occurs while the PHI is in the possession of Business Associate and/or its Agents, including Subcontractors, or representatives, Business Associate will be responsible for: (1) immediately reporting any such unauthorized use of disclosure to Covered Entity; (2) assisting Covered Entity in the notification of the occurrence to all necessary parties as required by law, regulation or as determined necessary by Covered Entity; and (3) for all costs incurred in resolving the incident;
8. to provide access, at the request of Covered Entity, and in the time and manner it specifies in writing with reasonable advance notice, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to individuals who are the subject of the PHI (or their designees);
9. to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs in response to a request of Covered Entity or an Individual, and in the time and manner as Covered Entity may specify in writing with reasonable advance notice;
10. to make available to Covered Entity, or to the Secretary of the Department of Health and Human Services (the "Secretary"), Business Associate's internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity (the "Materials"). The Materials shall be provided by Business Associate in the time and manner specified by Covered Entity in writing with reasonable advance notice to Business Associate or designated by the Secretary;
11. to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA/HITECH;
12. to provide to Covered Entity or an Individual designated by Covered Entity, in the time and manner as Covered Entity may specify in writing with reasonable advance notice, information Business Associate has collected in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA/HITECH;

13. to ensure that any Agent, including a Subcontractor, to whom Business Associate provides PHI either received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate under this Agreement and HIPAA/HITECH with respect to such information;
14. to provide appropriate training regarding the requirement of this subsection to any employee or Subcontractor accessing, using or disclosing PHI and shall implement a system of sanction for any employee, Agent or Subcontractor who violates this agreement;
15. at termination of this Agreement, to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity or to extend the protections of this Agreement to the information and to limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI; and
16. to comply at all times with all applicable HIPAA/HITECH laws and regulations, as may be amended that are not otherwise addressed herein.

Miscellaneous

A. Indemnification. Business Associate shall indemnify and hold harmless Covered Entity from and against any and all losses, expenses, damages, or injuries that Covered Entity may sustain as a result of, or arising out of, a breach of this Agreement by Business Associate or its employees, agents, or subcontractors including, but not limited to, any unauthorized use, disclosure, damage, or destruction of PHI, or any negligent acts or omissions or intentional misconduct of Business Associate or its employees, agents, or subcontractors.

B. Relationship of Parties. None of the provisions of this Agreement are intended to create or shall be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any Arrangement between the Parties.

C. Ownership of PHI. The PHI and any related information created for or received from Covered Entity is, and will remain, the property of Covered Entity. Business Associate agrees that it acquires no ownership rights to, or title in, the PHI or any related information.

D. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

E. Successors and Assigns. This Agreement shall be binding on the Parties and their successors, but neither Party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

F. Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any occasion.

G. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

H. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties.

I. Notice. Any notice to the other Party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid.

J. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with the Privacy, Security, and Omnibus Rules. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with and is consistent with the Privacy, Security, and Omnibus Rules.

Covered Entity		Business Associate	
Signed by:		Signed by:	DocuSigned by: Carmen Miller 0943C70147494A8...
Name:	Leondrae Camel	Name:	Carmen Miller
Title:	City Manager	Title:	Agent
Date:		Date:	9/25/2023

NEW YORK STATE DEPARTMENT OF HEALTH
Division of Health Care Financing

Third Party Administrator (TPA) or Administrative Services Only (ASO) Status Change

HEALTH CARE REFORM ACT – PUBLIC GOODS POOL

This form must be completed if an electing payor is adding or changing their TPA/ASO.

Effective Date: 10/01/2023

PAYOR INFORMATION:

Payor Name: City of South Bay Payor FEIN: 69-0500045

Contact Person: Leondrae Camel Phone #: 561-996-6751

Type of Status Change (check appropriate box):

☐ **Additional TPA/ASO** (complete Section II only)

☐ **Changing TPA/ASO** (complete Sections I, II & III)

I. PREVIOUS TPA/ASO INFORMATION:

TPA/ASO Name: _____ TPA/ASO FEIN: _____

II. NEW or ADDITIONAL TPA/ASO INFORMATION:

TPA/ASO Name: ALLIED BENEFIT SYSTEMS LLC TPA/ASO FEIN: 36-308605C

Address: 200 WEST ADAMS, SUITE 500

CHICAGO, IL 60606

TPA/ASO Contact Person: TERESA BATES TPA/ASO Phone #: 888-292-0272

III. CHECK ONE OF THE FOLLOWING:

☐ Previous TPA/ASO will continue to process claims and file reports for all dates of service prior to the change for a period of one year following the end of the year in which the change in TPA occurred or until all such claims have been adjudicated, at which time a final monthly report with a copy of this form indicating same will be filed.

☐ All self-insured claims that previous TPA/ASO was responsible for have been adjudicated effective_____.

☑ New TPA/ASO is assuming responsibility for all pending claims and HCRA reporting requirements.

Signature of Payor: _____ **Date:** _____

Please mail completed form to:
Mr. Jerome Alaimo, Pool Administrator
Office of Pool Administration
Excellus BlueCross BlueShield, Central New York Region
P.O. Box 4757
Syracuse, New York 13221-4757

HEALTH CARE REFORM ACT – PUBLIC GOODS POOL

Effective Date: 10/01/2023

FEDERAL EMPLOYER IDENTIFICATION # (FEIN): 69-0500045

PAYOR NAME: City of South Bay

D/B/As (IF APPLICABLE):

ADDRESS: 335 Southwest 2nd Avenue

South Bay FL 33493

CONTACT PERSON: Leondrae Camel

PHONE #: 561-996-6751

E-MAIL ADDRESS: Camell@southbaycity.com

If the above referenced entity is a payor that utilizes a third-party administrator (TPA)/administrative services only (ASO) for claims processing, please provide the following information:

TPA/ASO NAME: ALLIED BENEFIT SYSTEMS LLC

TPA/ASO FEIN: 36-308605C

By signature below, the above entity elects to make all public goods surcharge payments directly to the Office of Pool Administration for all its coverages for which it assumes risk for the payment of medical claims and agrees to:

1. remit to the Department's Office of Pool Administration required surcharge payments for all applicable services on a monthly basis on or before the 30th day following the calendar month for which monies have been paid to designated providers of service;

2. provide the Department's Office of Pool Administration monthly certified reports on or before the 30th day following the calendar month for which monies have been paid which separately report patient service expenditures for services provided by designated provider type(s) (i.e., hospital inpatient, hospital outpatient, diagnostic & treatment center, laboratory[1], or ambulatory surgery center) by product line;

3. provide the Department with certification of data and access to allowance expenditure data upon request for audit verification purposes; and

[1]For services provided on or after October 1, 2000, freestanding clinical laboratories with Article 5 Title V permits are exempt from HCRA surcharges.

4. the jurisdiction of the state to maintain an action in the courts of the State of New York to enforce any provision of section 2807-j of the Public Health Law (see note below).

5. the Department's website posting of the above entity's FEIN in accordance with Public Health Law Section 2807-j(5)(a)(iii)(D).

By signature below, the above entity also agrees to make public goods covered lives payments directly to the Department's Office of Pool Administration in instances where it provides inpatient coverage as a corporation organized and operating in accordance with Article 43 of the Insurance Law, an organization operating in accordance with Article 44 of the Public Health Law, a self-insured fund, or an HMO or insurer licensed outside New York State and authorized to write accident and health insurance and whose policy provides inpatient coverage on an expense incurred basis. In such instances the above entity agrees to:

1. remit to the Department's Office of Pool Administration within 30 days after the end of each month one-twelfth of both the individual and family unit annual assessment amounts for each of the individuals and family units residing in the state which were included on the payor's membership rolls for all or a portion of the prior month and for which the payor covered general hospital inpatient care, including retroactive additions and deletions;

2. provide the Department with data certification and access to individual and family unit data, upon request, for audit verification purposes; and

3. the jurisdiction of the state to maintain an action in the courts of the State of New York to enforce any provision of section 2807-t of the Public Health Law (see note below).

By signature below, the Chief Financial Officer or other duly authorized individual of the above entity certifies that the data submitted on all applicable attachments have been carefully prepared in accordance with instructions provided, and to the best of his/her knowledge, the information presented is accurate and correct.

Signature_____**Title**City Manager_____
Chief Financial Officer or Duly Authorized Individual

Date_____

Note: Payors making an election are only agreeing to the jurisdiction of NYS courts for purposes of enforcing payments required under 2807-j and 2807-t. This does not, in any way, preclude a payor from litigating other issues in Federal court such as ERISA based challenges, etc.

NEW YORK STATE DEPARTMENT OF HEALTH
Division of Health Care Financing

Payor Election Application

COVERAGE INFORMATION (See Attached For Further Explanation)

PAYOR NAME: City of South Bay **FEDERAL ID#:** 69-0500045

TPA/ASO NAME: ALLIED BENEFIT SYSTEMS LLC **TPA/ASO FEDERAL ID#:** 36-308605C

MARK AN "X" IN EACH COLUMN TO INDICATE TYPE OF COVERAGE BY PAYOR TYPE

	TYPE OF PAYOR:	IDENTIFICATION OF TYPE OF COVERAGE:									
		INDEMNITY COVERAGE	HMO NON-MEDICAID OR NON-NYS MEDICAID COVERAGE	SELF-INSURED COVERAGE	NEW YORK STATE HMO/PHSP MEDICAID COVERAGE	NEW YORK STATE GOVT PROGRAM W/INPATIENT COMPONENT & NYS LOCAL GOVT CORRECTIONS	NEW YORK STATE WORKERS COMPENSATION LAW COVERAGE	NEW YORK STATE MOTOR VEHICLE REPARATIONS ACT COVERAGE	NEW YORK STATE VOLUNTEER AMBULANCE WORKER'S BENEFIT LAW COVERAGE	NEW YORK STATE VOLUNTEER FIREFIGHTERS' BENEFIT LAW COVERAGE	OTHER COVERAGE
1	Corporations Organized & Operating in accordance with Article 43 of the NYS Insurance Law										
2	Corporations that are Commercial Insurers licensed in New York State										
3	Corporations Organized & Operating in accordance with Article 44 of the NYS Public Health Law, not incorporated as Commercial Insurers or under Article 43 of the NYS Insurance Law										
4	Self-Insured Fund with No Third Party Administrator/Administrative Svcs Only Organization for Claims Processing										
5	Self-Insured Fund with a Third Party Administrator/Administrative Svcs Only Organization for Claims Processing			X							
6	New York State Governmental Agency/ New York State Local Government										
7	Other (please explain below): Includes: State/Local Governments outside New York for Medical Assistance Programs; insurers licensed outside New York State, authorized to write OTHER than Accident and Health										
8	HMOs and insurers licensed outside New York State, authorized to write Accident and Health										

Explanation of "Other" Payor Identification

Electronic Filing User ID Application

HEALTH CARE REFORM ACT – PUBLIC GOODS POOL

■ **New Request** □ **Revision to Existing Account**

Payor/Third Party Administrator/Administrative Services Only Organization/Provider Name:

City of South Bay

Federal Employer Identification # (FEIN): 69-0500045

Operating Certificate # (FOR PROVIDERS ONLY): _____

Report(s) being filed electronically (check ALL that apply):

- ☑ Public Goods Pool
- □ 1% Statewide Assessment **(for hospitals only)**

By signature below, the Chief Financial Officer or other duly authorized individual of the above named entity authorizes the Office of Pool Administration to assign a secure electronic filing user ID and password to the entity. This information will be mailed directly to the attention of the signer and must remain secured. It is the responsibility of the above named entity to ensure that this information is released only to those individuals requiring knowledge thereof.

Signature _____

Name (Please Print) Leondrae Camel

Title HR Manager

Phone Number 561-996-6751

Address 335 Southwest 2nd Avenue

_____

City South Bay **State** FL **Zip Code** 33493

E-mail Address Camell@southbaycity.com

Date _____

Note: All fields on this form are required to be accurately completed in order for your request to be processed.

Please mail completed form to:
Mr. Jerome Alaimo, Pool Administrator
Office of Pool Administration
Excellus BlueCross BlueShield, Central New York Region
P.O. Box 4757
Syracuse, New York 13221-4757

Allstate BENEFITS

ALLIED

Initial New Group Payment Information Worksheet
Allstate Benefits Self-Funded Program

Please indicate below the method in which you will make your initial payment:

☐ Online Bill Pay ☑ Check

**** This form does not authorize Allied to initiate ACH payments and banking information will only be collected or updated via the online bill pay system.**

Once your initial invoice is generated, online bill pay will be available within 24 hours for enrolling in or canceling recurring ACH payments, scheduling a one-time payment, and updating your banking information.

Please follow the steps below to access this feature:

STEP 1. Log in to your employer account on www.alliedbenefit.com

STEP 2. Navigate to "Invoices" tab

STEP 3. Click "Pay and manage my invoices(New)"

NOTE: Please instruct your bank to add the following company ID if they require it to allow Invoice Payments to go through: 363086057R

To make initial payment via check and for ongoing payments paid by check, mail to the following address and include the group number on the check. For overnight payments, mail via USPS Priority Mail only.

ALLIED BENEFIT SYSTEMS, LLC.
P O Box 3205
Carol Stream, IL 60132-3205

Contact the Allstate account management team at NGBSselffunded@ngic.com for any assistance.

Business Name on Checking Account: City of South Bay		Group Number:
Address: 335 Southwest 2nd Avenue		
City: South Bay	State: FL	Zip: 33493

I attest that I have a business checking account in the name of the business name reflected above. I understand that any premium refunds owed will be issued to the business name of the group. I also understand that this worksheet does not authorize Allied to initiate payments, I must use the online portal or mail a check.

Signature: _____ **Date:** _____

Print: Leondrae Camel **Title:** City Manager

Allstate BENEFITS

Presented by Allstate Benefits

Self-Funded Medical Plan Proposal

September 25, 2023

Agent: Lisa Gosine
Phone: (954) 541-2424
Email: lgosine@mckinleyinsurance.com

Rep Name: Seth Nash
Email: Seth.Nash@NGIC.COM

Proposal For: **City of South Bay**

This is not an insurance contract, nor does it guarantee coverage or effective date. Only the actual contract provisions will prevail. See the plan brochures for coverage and option details. This quote must be presented by a State-licensed agent and is subject to approval.

about Allstate Benefits

Allstate Benefits is a leading provider of employee benefits. We offer superior supplemental insurance to any size employer and group health products for employers with 2 to 500 employees.

With Allstate Benefits, you get comprehensive technology solutions, exceptional customer service, and compassionate claims administration. With over 4.11 million policies in force, we deliver the Good Hands® promise every day.

Allstate is an Industry Leader with a Culture of Diversity, Integrity, and Inclusion

- The Allstate Corporation is a Fortune 100 company, currently ranked #72.
- 2020 World's Most Ethical Companies® for the sixth year in a row[1].
- 2021 World's Most Admired Companies[2].
- Top 50 Companies for Diversity[3].
- #1 Military Friendly Employer in 2020[4].

Our Competitive Advantages:

- Top-rated products, according to LIMRA[5]
- Protect 5 of the top 10 retailers[6]

Supplemental products available in 49 U.S. States
Licensed in 49 U.S. states
DC, GU, PR, and U.S.-VI

Group Health products available in 49 U.S. States
Including the
District of Columbia

Over 4.11 Million
policies in force

1,500+ Employees
working for you throughout the U.S.

A+
Rating by AM Best in 2020[7]

1 Ethisphere Institute. | 2 No. 3 in Property and Casualty category, https://fortune.com/worlds-most-admired-companies/2021/. | 3 DiversityInc, https://www.diversityinc.com/di_top_50/ | 4 https://www.militaryfriendly.com/employers/. | 5 LIMRA's U.S. Workplace Supplemental Health Insurance Sales Survey, First Quarter 2020. | 6 2020 National Retail Federation STORES Top 100 Retailers Report (AHL). | 7 AM Best ratings reflect Best's opinion of relative financial strengths and operating performance.

ABGH_1207 (Rev. 11/2021) © 2021 Allstate Insurance Company. www.allstate.com or allstatebenefits.com

Allstate. BENEFITS

Allstate BENEFITS

Group Name: City of South Bay
Effective Date: 10/01/2023
SIC Code: 91900
Location Name: Location 1 Zip Code: 33493
Location Type: Main

Plan/Rate Summary

Please review this proposal. If you are ready to move forward, contact your Licensed Agent or Sales Representative to discuss the next steps.
Plans quoted in this proposal: 1

Plan Name	Plan 1
Plan Type	Core Value Access
Medical Plan Design	SELF-FUNDED CORE VALUE ACCESS COPAY REFERENCE BASED PRICING PLAN
Individual Deductible	$7,900
Family Deductible	$15,800
Coinsurance	50%
Total Ind Plan OOP Maximum	$9,100
Total Fam Plan OOP Maximum	$18,200
Family Deductible Accumulation Method	Individual/Family deductible
PCP/Specialist Visit	$40/$60 copay, then covered at 100%
Telemedicine Vendor(s)	Walmart Health Virtual Care, Vori Health
Walmart Health Virtual Care Telemedicine	$0 per visit for Urgent Care or Talk Therapy visits Up to three Walmart Health Virtual Care Urgent Care visits per individual and five Walmart Health Virtual Care Talk Therapy visits per individual are included per month.
Vori Health virtual muscle and joint care Telemedicine	$0 copay for initial evaluation $0 copay for 12-month treatment plans for lumbar back and/or knee pain Other Vori Health covered charges subject to deductible and coinsurance
Urgent Care Visit	$75 copay, then covered at 100%
Medical Network	PHCS Practitioner and Ancillary only; NA for all other services
OP Surgery	Deductible and coinsurance
Pharmacy Benefit Manager	CIGNA PBM
Rx Coverage (Generic/Brand/ Non-preferred brand)	$20/$50/$75
DXL	Deductible and coinsurance
ER Treatment	Deductible and coinsurance
AME	N/A
Deductible and OOP Accrual Period	Policy Year
Run Out Period	9 months
Delayed Administration Fee	50%
HSA Eligible	No
Wellness Program	No
Papa Caregiver	10 hours per employee per calendar year
Cancer Coach by Osara Health	Included
Dental	No
Vision	No
Total Cost	$10,338.65

Plan Selection Notes:

- Total plan out-of-pocket maximum includes deductible, coinsurance and any Rx or Medical copayments.
- This self-funded health benefit plan template meets Minimum Value.

The Self-Funded Program through Allstate Benefits provides tools for employers owning small to mid-sized businesses to establish a self-funded health benefit plan for their employees. The benefit plan is established by the employer and is not an insurance product. For employers in the Self-Funded Program, stop-loss insurance is underwritten by: Integon National Insurance Company in CT, NY and VT; Integon Indemnity Corporation in FL; and National Health Insurance Company in WA, CO, and all other states where offered.

Allstate BENEFITS

Group Name: City of South Bay
Effective Date: 10/01/2023
SIC Code: 91900
Location Name: Location 1 Zip Code: 33493
Location Type: Main

Plan/Rate Summary

Please review this proposal. If you are ready to move forward, contact your Licensed Agent or Sales Representative to discuss the next steps.

Plans quoted in this proposal: 1

- Plan includes Terminal Liability coverage for 24 months after the end of the plan year. A terminal liability coverage reserve fee will be taken at the end of the run-out, calculated as 3% of any remaining claim account surplus prior to any claim account refund. Terminal Liability coverage is not provided in cases of early termination.
- The Core Value Access plan uses a contracted rate as the basis for reimbursement for covered services rendered by an In-Network physician for professional claims, and uses a multiple of the Medicare reimbursement rate (or other derived equivalent) as the basis for reimbursement of all other covered charges. The member is free to see any provider of their choice. There is no contractual discount arrangement with providers (except for in-network physicians, pharmacy, transplants and non-emergency medical transportation). Under the plan, the maximum allowable amount for determining covered charges (other than for the exceptions noted in the preceding sentence) is set at 130% for outpatient services, 150% for inpatient services, and 100% for kidney dialysis. In some cases providers may not accept this amount as payment in full for services rendered. The Member Advocacy Program is available to help if a member receives a balance bill from a provider for certain amounts in excess of the maximum allowable amount. Members will be responsible for copay, deductible, coinsurance and similar out-of-pocket expenses.
- Walmart Health Virtual Care consultation fees will be submitted to the plan as claims at the then current contracted rate.
- Vori Health initial evaluation fees and treatment plans will be submitted to the plan as claims at the then current contracted rate.
- Vori Health Telemedicine charges on HSA eligible plans will be subject to member cost sharing if federal law is not extended to allow first dollar coverage for virtual service.
- Papa Caregiver hours are available for each calendar year while the plan is active and do not roll over.
- If claims are less than the aggregate deductible at the end of the run-out period, the employer may be eligible for a refund. Refund amounts, if any, are based on the refund selection at the time of issue or re-issue, as applicable. NOTE: Terminations prior to the end of the plan year will result in forfeiture of the remaining claim fund and no refund will be provided.

Allstate BENEFITS

Group Name: City of South Bay
Effective Date: 10/01/2023
SIC Code: 91900
Location Name: Location 1 Zip Code: 33493
Location Type: Main

Stop-Loss Insurance and Financial Details	
	Plan 1
Specific Attachment Point	$40,000.00
Annual Aggregate Attachment Point	$51,253.80
Monthly Bill Medical	
Employee	$481.99
Employee + Spouse	$1,229.06
Employee + Child	$939.88
Family	$1,590.55
Stop-loss Premium	$4,134.91
Admin, Sales and General Expenses	$1,932.59
Claims Account	$4,271.15
Total	$10,338.65

Allstate BENEFITS

Employee Census

Business Name: City of South Bay
Agent: Lisa Gosine
Agent Phone: (954) 541-2424
Proposal Creation Date: 08/10/2023

County: PALM BEACH
State: FL ZIP 33493
Proposed Effective Date: 10/01/2023 Size Category: S

HCR Indicator:
Location Name: Location 1
Location Type: Main
SIC Code: 91900

Total Employees: **Total Employees Eligible:** **Total Employees Enrolling:** 14

Medical	Plan 1	
	Rate	**Enrollment**
Employee (EE)	$481.99	9
Employee + Spouse (EE+SP)	$1,229.06	0
Employee + Child (EE+CH)	$939.88	3
Employee + Family (EE+FM)	$1,590.55	2

Monthly Rate Breakdown by Employee

Member Name	Medical Tier	Plan 1 Cost
Leondrae Camel M(46), CH: 1	EC	$939.88
CLAUDIA CANO F(44), SP M(43), CH: 2	EF	$1,590.55
Massih Saadatmand M(72)	EE	$481.99
Nepoleon T Collins M(42)	EE	$481.99
Vicenta j Del-Bosquez F(45), CH: 3	EC	$939.88
OLIVIA MEJIA F(39), CH: 3	EC	$939.88
Gabriel G Horta M(39)	EE	$481.99
Hugh Moore M(57)	EE	$481.99
Leon Nugent M(52), SP F(43), CH: 3	EF	$1,590.55
Joseph Shannon-III M(51)	EE	$481.99
Caroline Larris F(50)	EE	$481.99
Jerry Seymore M(26)	EE	$481.99
James Addison M(42)	EE	$481.99
Andrew Mann M(40)	EE	$481.99
Monthly Total		$10,338.65

Allstate BENEFITS

Benefit Summary

Business Name: City of South Bay
Agent: Lisa Gosine
Agent Phone: (954) 541-2424
Proposal Creation Date: 08/10/2023
County: PALM BEACH
State: FL ZIP 33493
Proposed Effective Date: 10/01/2023
Size Category: S
HCR Indicator:
Location Name: Location 1
Location Type: Main
SIC Code: 91900

Plan 1	
Plan type: The Core Value Access plan allows members to see any provider of their choice. This plan uses the PHCS Practitioner and Ancillary Only network for in-network professional services. The plan uses a multiple of the Medicare reimbursement rate, or other derived equivalent, as the basis for reimbursement of facilities and out-of-network professional services.	
Medical Network	PHCS Practitioner and Ancillary only www.multiplan.com/phcspracanc; NA for all other services
Individual Deductible	$7,900
Family Deductible	$15,800
Family Deductible Accumulation Method	Individual/Family deductible
Plan Coinsurance Percentage (plan pays)	50%
Individual Coinsurance out-of-pocket maximum (family coinsurance out-of-pocket maximum is 2 x the individual coinsurance out-of-pocket maximum)	$1,200
Total Individual out-of-pocket maximum	$9,100
Total Family out-of-pocket maximum	$18,200
Lifetime Benefit Maximum	No maximum
Office Visit (does not require a referral)	$40 primary care provider copay, then covered at 100%/$60 specialist copay, then covered at 100%
Walmart Health Virtual Care **Urgent Care:** U.S. board-certified doctors and medical providers are available 24/7/365 to diagnose, treat and prescribe medication (when necessary) for many minor illnesses and injuries via phone or online video visits. **Talk Therapy:** Licensed therapists can help with a wide range of mental and emotional health needs. Receive ongoing support, on your schedule, from the comfort and privacy of your own home via phone or online video visits in as little as 48 hours.	$0 per visit for Urgent Care or Talk Therapy visits Up to three Walmart Health Virtual Care Urgent Care visits per individual and five Walmart Health Virtual Care Talk Therapy visits per individual are included per month.
Vori Health A nationwide specialty medical practice delivering virtual-first muscle and joint pain solutions to help members get back to their lives faster. With Vori Health, members will get treatment from a specialty physician, physical therapist, and health coach who work together to manage all aspects of care. This holistic model reduces unnecessary surgeries, lowers spend, and improves outcomes.	$0 copay for initial evaluation $0 copay for 12-month treatment plans for lumbar back and/or knee pain Other Vori Health covered charges subject to deductible and coinsurance
Pharmacy Benefit Manager	CIGNA PBM

The Self-Funded Program through Allstate Benefits provides tools for employers owning small to mid-sized businesses to establish a self-funded health benefit plan for their employees. The benefit plan is established by the employer and is not an insurance product. For employers in the Self-Funded Program, stop-loss insurance is underwritten by: Integon National Insurance Company in CT, NY and VT; Integon Indemnity Corporation in FL; and National Health Insurance Company in WA, CO, and all other states where offered.

Allstate BENEFITS

Benefit Summary

Business Name: City of South Bay
Agent: Lisa Gosine
Agent Phone: (954) 541-2424
Proposal Creation Date: 08/10/2023
County: PALM BEACH
State: FL ZIP 33493
Proposed Effective Date: 10/01/2023
Size Category: S
HCR Indicator:
Location Name: Location 1
Location Type: Main
SIC Code: 91900

Prescription Drugs Generic copay/Preferred brand copay/Nonpreferred brand copay (Mail order services included)	$20/$50/$75
Clinical Preventive Services: Services recommended by the U.S. Preventive Services Task Force (USPSTF) including routine physical exams, associated imaging and laboratory services such as mammograms, well-child exams and immunizations.	Paid at 100% - no deductible, coinsurance
Urgent Care Visit	$75 copay, then covered at 100%
Diagnostic X-ray and Laboratory services	Deductible and coinsurance
MRI, CT scan, PET scan Ultrasound, EKG, chemotherapy, radiation therapy, dialysis and BRCA	Deductible and coinsurance
Emergency Room Treatment Subject to a 30% penalty for non-emergency use	Deductible and coinsurance
Maternity	Deductible and coinsurance
Outpatient Physical Medicine Includes physical, speech and occupational therapies, cardiac and pulmonary rehabilitation, treatment for development delay and Chiropractic care.	Deductible and coinsurance limited to 30 visits
Home Health Care	Limited to 60 visits
Subacute Rehabilitation and Nursing Facility Services	Limited to 31 days combined
Inpatient Rehabilitation Services	Limited to 31 days
Transplants Must obtain transplant from a Designated Transplant Provider to receive plan benefits.	Deductible and coinsurance
Behavioral Health and Substance Abuse for groups with 50 employees and less.	Inpatient: limited to 30 days. Inpatient and Outpatient: subject to deductible and 50% coinsurance. Outpatient: limited to 40 visits. Office visits are considered at the primary care copay level.
Behavioral Health and Substance Abuse for groups with 51 or more employees.	Inpatient and Outpatient: subject to plan deductible and plan coinsurance. Office visits are considered at the primary care copay level.
Inpatient and Outpatient Hospital, Physician Services, Maternity Care, Ambulance, Durable Medical Equipment, and most other covered services	Deductible and coinsurance

The Self-Funded Program through Allstate Benefits provides tools for employers owning small to mid-sized businesses to establish a self-funded health benefit plan for their employees. The benefit plan is established by the employer and is not an insurance product. For employers in the Self-Funded Program, stop-loss insurance is underwritten by: Integon National Insurance Company in CT, NY and VT; Integon Indemnity Corporation in FL; and National Health Insurance Company in WA, CO, and all other states where offered.

The following information applies to all the medical plans contained in this Proposal and dental or vision plans when denoted:

Additional Information

Utilization Review

When inpatient treatment is needed, the covered person is responsible for calling to receive authorization. The toll-free telephone number appears on the insurance ID card. If authorization is not received, a penalty will be applied. Please refer to the SPD for specific details. No benefits are paid for transplants which are not authorized. Authorization is not a guarantee of coverage.

Deductible Credit

When coverage first begins, credit is given for any portion of a calendar-year deductible satisfied under the prior plan during the same calendar year, except when the deductible credit is waived. However, no credit is given for past policy-year deductibles.

If a dental option or dental with vision option is selected, deductible credit may also be available.

New Hires

For groups with a 0, 30 or 60 day employment waiting period, new eligible employees and their dependents, upon satisfaction of the employment waiting period, are eligible for the following effective date: First day of the billing month following the date of full-time employment, when the enrollment request is received within 31 days of this date. For groups with a 90 day employment waiting period, newly eligible employees and their dependents, upon satisfaction of the employment waiting period, are eligible for the following effective date: The 90th day following the date of full-time employment, when the enrollment request is received within 31 days of the expiration of the employment waiting period.

If a dental option or dental with vision option is selected, the same new hire waiting period will apply.

Medical Exclusions Summary

- For Advantage plans, any charges that are provided or performed by a Health Care Practitioner, facility, or supplier that is not identified for the Health Care Provider Network as a Participating Provider, Participating Pharmacy, Specialty Pharmacy Provider, or Designated Transplant Provider. This exclusion does not apply to PPO plans that cover charges for treatment provided or performed by either Participating Providers (In-network) or Non-Participating Providers (Out-of-network).
- Treatment not listed in the summary plan description
- Services by a medical provider who is an immediate family member or who resides with a covered person
- Charges for services, supplies or drugs provided by or through any employer of a Covered Person or of a Covered Person's family member
- Treatment reimbursable by Medicare, Workers' Compensation, automobile carriers or expenses for which other coverage is available
- Routine hearing care, vision therapy, surgery to correct vision, foot orthotics, or routine vision care and foot care unless part of the diabetic treatment
- Charges for custodial care, private nursing, telemedicine or phone consultations with the exception of Walmart Health Virtual Care services if purchased as part of your plan, or Telehealth (virtual) visits
- Charges for diagnosis and treatment of infertility except for groups of 51 or more that are administered by Allied or Meritain on the traditional or Advantage plans
- Charges for surrogate pregnancy or sterilization reversal
- Charges for cosmetic services, including chemical peels, plastic surgery and medications
- Charges for umbilical cord storage, genetic testing, counseling and services
- Treatment of "quality Of life" or "lifestyle" concerns including but not limited to obesity, hair loss, restoration or promotion of sexual function, cognitive enhancement and educational testing or training
- Over-the-counter drugs, (unless recommended by the United States Preventive Services Task Force and authorized by a health care provider), drugs not approved by the FDA, drugs obtained from sources outside the United States, and the difference in cost between a generic and brand name drug when the generic is available
- Complications of an excluded service
- Charges in excess of any stated benefit maximum
- Treatment of an illness or injury caused by acts of war, felony, or influence of an illegal substance
- Dental care not related to a dental injury (specific to medical coverage)
- Non-surgical treatment for TMJ or CMJ other than that described in the contract, or any related surgical treatment that is not pre-authorized
- Any correction of malocclusion, protrusion, hypoplasia or hyperplasia of the jaws
- Charges for cranial orthotic devices, except following cranial surgery
- Charges for medical devices designed to be used at home, except as otherwise covered in the Durable Medical Equipment and Personal Medical Equipment provision or the Diabetic Services provision in the Medical Benefits section
- Charges for devices or supplies, except as described under a Prescription Order
- Charges for prophylactic treatment
- Charges related to health care practitioner-assisted suicide
- Charges for growth hormone stimulation treatment to promote or delay growth
- Charges for treatment of behavioral health or substance abuse, except as otherwise covered in the Behavioral Health and Substance Abuse provision in the Medical Benefits section
- Charges for testing and treatment related to the diagnosis of behavioral conduct or developmental problems; charges for applied behavioral analysis
- Charges for alternative medicine, including acupuncture and naturopathic medicine (except when optional acupuncture and naturopathic medicine coverage is purchased)
- Charges for chelation therapy
- Charges for experimental or investigational services

This form contains a partial summary of information for the health benefit plan templates. For a complete listing of employee health benefits, exclusions and limitations please refer to the medical summary plan description. Please refer to the stop-loss policy for a complete listing of employer stop-loss benefits, exclusions and terms of coverage. In the event that there are discrepancies with the information in this form, the terms and conditions of the coverage documents will govern.

Allstate BENEFITS

Plan Description

Business Name: City of South Bay
Agent: Lisa Gosine
Agent Phone: (954) 541-2424
Proposal Creation Date: 08/10/2023
County: PALM BEACH
State: FL ZIP 33493
Proposed Effective Date: 10/01/2023
Size Category: S
HCR Indicator:
Location Name: Location 1
Location Type: Main
SIC Code: 91900

Plan #	Plan Description Medical	Medical Network	Plan ID
1	50/50 SELF-FUNDED CORE VALUE ACCESS COPAY REFERENCE BASED PRICING PLAN WITH 40/60 PCP AND SP COPAY, 7900/15800 DEDUCTIBLE AND $20/$50/$75 RX COPAY Monthly Total: $10,338.65	PHCS Practitioner and Ancillary only; NA for all other services	17640988

The information below is for internal use only. The Composite Rate represents the components of the Claim Funding, Stop-loss, and the Sales and Administration expenses by coverage category.

Plan 1 Composite Medical	Employer Claims Account	Stop-Loss Premium	Administrative and Program Expenses
EE	$199.12	$192.77	$90.10
EE & SP	$507.76	$491.56	$229.74
EE & CH (NO SP)	$388.29	$375.90	$175.69
EE & FAM (Includes CH & SP)	$657.10	$636.14	$297.31

AHGroupID: H0359041 Original Effective Date: 10/01/2023

PLEASE FORWARD THIS FORM WITH THE FINAL PROPOSAL TO ADMIN OFFICE

The Self-Funded Program through Allstate Benefits provides tools for employers owning small to mid-sized businesses to establish a self-funded health benefit plan for their employees. The benefit plan is established by the employer and is not an insurance product. For employers in the Self-Funded Program, stop-loss insurance is underwritten by: Integon National Insurance Company in CT, NY and VT; Integon Indemnity Corporation in FL; and National Health Insurance Company in WA, CO, and all other states where offered.

Allstate BENEFITS

Signature Page

Business Name: City of South Bay
Agent: Lisa Gosine
Agent Phone: (954) 541-2424
Proposal Creation Date: 08/10/2023
County: PALM BEACH
State: FL ZIP 33493
Proposed Effective Date: 10/01/2023
Size Category: S
HCR Indicator:
Location Name: Location 1
Location Type: Main
SIC Code: 91900

I understand that:

- If the final plan selected is Core Value or Core Value Access, the appropriate level of payment for covered charges is determined in accordance with a multiple of the applicable Medicare reimbursement rate or other derived equivalent, as set forth in the plan.
- For the Core Value and Core Value Access plans, there is no participating provider network, except for purposes of pharmacy benefits and designated providers for transplant services (and for Core Value Access, a network is provided for professional services). I understand that plan participants may be balance-billed for charges in excess of the covered charges, and that the Member Advocacy Program may be available to assist in negotiating such bills following notification of such charges.
- For the Core Value and Core Value Access plans, to the extent the Member Advocacy Team negotiates an additional payment, I understand such payment will be paid from the claim fund. I understand the Member Advocacy Program will only be available until the end of the run-out period, taking into account the terminal liability endorsement, if applicable.
- This proposal does not guarantee coverage, rates or effective date. Once all necessary and requested information is received, a final rate will be determined, which may vary from this proposal, based on appropriate rating factors. Rates may be surcharged if an employer sponsors any type of HRA or supplemental gap plan that effectively lowers the employee's out of pocket costs shown in this proposal(s).
- I understand that for the purposes of this proposal, "Allstate Benefits" refers to the stop loss policy underwritten by Integon National Insurance Company in CT, NY and VT; Integon Indemnity Corporation in FL; and National Health Insurance Company in WA, CO, and all other states where offered.
- I will be held as a plan sponsor for the proposed self-funded employee benefit plan that may be established as a result of this or an updated proposal.
- By signing below, the above Company agrees to make all monthly payments as indicated above including those for stop loss premium, plan administration, sales and general expenses and claim account payments, as adjusted for changes in the composition of the employer health plan, and/or changes in fees or stop loss premiums or as reflected in any updated proposal provided by Allstate Benefits or its representatives. This obligation is binding upon the above Company's and the stop loss insurer's acceptance of this or an updated proposal for self-funded coverage services, as well as issuance of a stop loss policy by this insurer.
- As a plan sponsor, my failure to make all payments or pay required stop loss insurance premiums may result in cancellation of stop loss coverage to the employer's self-funded plan and/or liability against the above Company for any unfunded claims incurred under the employer's self-funded health plan. I agree on behalf of the above Company to indemnify the above stop loss insurance company and its affiliates for any stop losses due to default on this obligation.
- I understand that any termination of the stop loss coverage prior to the end of the plan year will result in forfeiture of any funds remaining in the claim fund, for purposes of administration costs associated with claims that are processed after the early termination date and that Terminal Liability coverage will not be provided.
- As plan sponsor, I am responsible for funding of all Federal and State mandated fees applicable to the plan, which are subject to change. This proposal does not reflect any such fees, including, but not limited to the following: Patient Centered Outcome Research Trust (PCORI) Fee, NY HCRA Assessment Fee, and ME, ID, and NH Immunization and Vaccine Assessments.
- Agents are compensated for the sale of insurance products. Compensation may be based on several factors as permitted by law, including, but not limited to, the total premium or premium equivalent collected from the group; group size; the number of employees or participants; the type of products sold; sales production tiers or a combination thereof. At times, additional compensation may be offered to agents based on short and/or long term marketing promotions. I agree that the sales expense amount built into the administrative expenses shall be payable to the agent/broker listed above for the first year of my participation in the Program.
- If I, as a plan administrator with 100 or more participants, am required to file a Form 5500, I may contact the TPA and I will be provided information needed to file a Schedule A. I also understand that some plans under 100 participants must file a Form 5500. This information should not be construed as legal or tax advice from Allstate Benefits.
- I should contact my legal counsel and/or tax advisor if I have any questions regarding the obligations set forth above.

This quote must be presented by a state-licensed agent and is subject to approval.

Plan Selected _____ _____ _____

Owner/Officer/Partner Signature Date

PLEASE FORWARD THIS FORM WITH THE FINAL PROPOSAL TO ADMIN OFFICE

The Self-Funded Program through Allstate Benefits provides tools for employers owning small to mid-sized businesses to establish a self-funded health benefit plan for their employees. The benefit plan is established by the employer and is not an insurance product. For employers in the Self-Funded Program, stop-loss insurance is underwritten by: Integon National Insurance Company in CT, NY and VT; Integon Indemnity Corporation in FL; and National Health Insurance Company in WA, CO, and all other states where offered.

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit us at www.alliedbenefit.com or call 1-888-306-0905. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at https://www.healthcare.gov/sbc-glossary or call 1-888-306-0905 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	$7,900 individual/$15,800 family.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care and primary care services are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	$9,100 individual/$18,200 family.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, penalty for not obtaining Preauthorization and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, for practitioner and ancillary services only. See www.multiplan.com/phcspracanc for a list of network providers; Not applicable for all other services.	For practitioner and ancillary services only, this plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services. For all other services, this plan does not use a provider network. You can receive
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay	Limitations, Exceptions & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$40 copay/visit, then covered at 100%	Copayment is not subject to any Deductible. Copay applies to exam charge only. Does not include office surgery.
	Specialist visit	$60 copay/visit, then covered at 100%	Copayment is not subject to any Deductible. Copay applies to exam charge only. See Plan Document for other services.
	Preventive care/ screening/ immunization	No charge. Deductible does not apply.	As required under the Affordable Care Act(ACA), cost sharing does not apply to identified clinical preventive services. Any other preventive medicine services covered under your plan are subject to deductible and coinsurance. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	50% coinsurance	None
	Imaging (CT/PET scans, MRIs)	50% coinsurance	Preauthorization is required. If not received, a penalty will be applied.
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.myCigna.com	Generic drugs (Tier 1)	$20 copay retail/$60 copay mail order	When the retail store offers a lower price for generic, pay only the lower price. Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription).
	Preferred brand drugs (Tier 2)	$50 copay retail/$150 copay mail order	When a generic is available, pay the difference between the Brand and Generic contracted rate. Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription).

Common Medical Event	Services You May Need	What You Will Pay	Limitations, Exceptions & Other Important Information
	Non-preferred brand drugs (Tier 3)	$75 copay retail/$225 copay mail order	When a generic is available, pay the difference between the Brand and Generic contracted rate. Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription).
	Specialty drugs (Tier 4)	50% coinsurance	To receive the network provider benefit, you must obtain specialty drugs from a specialty pharmacy provider as designated by us. Call 1-800-MyCigna for further information. Specialty drugs obtained from a non-designated specialty pharmacy provider will not be covered. Authorization is required. Benefits will not be paid for any specialty drugs that are not authorized by the Medical Review Manager.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	50% coinsurance	Preauthorization is required. If not received, a penalty will be applied.
	Physician/surgeon fees	50% coinsurance	
If you need immediate medical attention	Emergency room care	50% coinsurance	Non-emergency use will result in a reduction of charges up to the preauthorization penalty amount. The penalty is not covered.
	Emergency medical transportation	50% coinsurance	To the nearest Acute Medical Facility that can treat the sickness or injury.
	Urgent care	$75 copay/visit, then covered at 100%	Copayment is not subject to any Deductible.
If you have a hospital stay	Facility fee (e.g., hospital room)	50% coinsurance	Preauthorization is required. If not received, a penalty will be applied.

Common Medical Event	Services You May Need	What You Will Pay	Limitations, Exceptions & Other Important Information
	Physician/surgeon fees	50% coinsurance	Preauthorization is required. If not received, a penalty will be applied.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	$40 copay/visit, then covered at 100%. 50% coinsurance for other services.	Limited to 40 visits per year. Copayments apply to the office visit charge only. Any other services covered under your plan are subject to deductible and coinsurance.
	Inpatient services	50% coinsurance	Preauthorization is required. If not received, a penalty will be applied. Limited to 30 days per year.
If you are pregnant	Office visits	$60 copay/visit, then covered at 100%	Copayment is not subject to any Deductible. Copay applies to exam charge only. See Plan Document for other services.
	Childbirth/delivery professional services	50% coinsurance	None
	Childbirth/delivery facility services	50% coinsurance	None
If you need help recovering or have other special health needs	Home health care	50% coinsurance	Preauthorization is required. If not received, a penalty will be applied. Limited to 60 visits per year.
	Rehabilitation services	50% coinsurance	Preauthorization is required for Inpatient. If not received, a penalty will be applied. Inpatient limited to 31 days per year. Outpatient limited to 30 visits per year.

Common Medical Event	Services You May Need	What You Will Pay	Limitations, Exceptions & Other Important Information
	Habilitation services	50% coinsurance	Preauthorization is required for Inpatient. If not received, a penalty will be applied. Inpatient limited to 31 days per year. Outpatient limited to 30 visits per year.
	Skilled nursing care	50% coinsurance	Preauthorization is required. If not received, a penalty will be applied.
	Durable medical equipment	50% coinsurance	Preauthorization is required for amounts greater than $1,500. If not received, a penalty will be applied.
	Hospice services	50% coinsurance	None
If your child needs dental or eye care	Children's eye exam	Not covered	None
	Children's glasses	Not covered	None
	Children's dental checkup	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine eye care (Adult), except for treatment of diabetes
- Routine foot care, except for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: contact the plan at 1-888-306-0905 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA or www.dol.gov/ebsa/healthreform.

Does this Plan Provide Minimum Essential Coverage? **Yes.**
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this Plan Meet the Minimum Value Standard? **Yes.**
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-888-306-0905.
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-306-0905.
Chinese (中文): 如果需要中文的帮助，请拨打这个号码 1-888-306-0905.
Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-888-306-0905.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg Is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$7,900
Specialist copayment	$60
Hospital (facility) coinsurance	50%
Other coinsurance	50%

This EXAMPLE event includes services like:

Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic Tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	**$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$7,900
Copayments	$0
Coinsurance	$1,200
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$9,160**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$7,900
Specialist copayment	$60
Hospital (facility) coinsurance	50%
Other coinsurance	50%

This EXAMPLE event includes services like:

Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$900
Copayments	$1,200
Coinsurance	$0
What isn't covered	
Limits or exclusions	$20
The total Joe would pay is	**$2,120**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$7,900
Specialist copayment	$60
Hospital (facility) coinsurance	50%
Other coinsurance	50%

This EXAMPLE event includes services like:

Emergency room care *(including medical supplies)*
Diagnostic tests *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$2,500
Copayments	$200
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$2,700**

The plan would be responsible for the other costs of these EXAMPLE covered services.

DocuSign

Certificate Of Completion

Envelope Id: DB080D8CD7F94B8CB5CC36CE6F2DC2FF
Status: Delivered
Subject: City of South Bay Health Care Enrollment
Source Envelope:
Document Pages: 74
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Max Rudisser
PO Box 3199
Winston Salem, NC 27102
anhrfptampa@ngic.com
IP Address: 167.19.94.254

Record Tracking

Status: Original
9/25/2023 9:50:26 AM
Holder: Max Rudisser
anhrfptampa@ngic.com
Location: DocuSign

Signer Events	Signature	Timestamp
Carmen Miller cmiller@mckinleyinsurance.com CEO Security Level: Email, Account Authentication (None)	DocuSigned by: Carmen Miller 0943C70147494A8... Signature Adoption: Pre-selected Style Using IP Address: 66.229.199.160	Sent: 9/25/2023 10:21:34 AM Viewed: 9/25/2023 10:47:56 AM Signed: 9/25/2023 10:49:51 AM
Electronic Record and Signature Disclosure: Accepted: 9/25/2023 10:47:56 AM ID: d1b2a4fd-ad1d-49f6-9cf3-27e5ff25b33a		
Leondrae Camel Camell@southbaycity.com Security Level: Email, Account Authentication (None)		Sent: 9/25/2023 10:21:34 AM Viewed: 9/25/2023 10:29:41 AM
Electronic Record and Signature Disclosure: Accepted: 9/25/2023 10:29:41 AM ID: 0d3819fa-8abf-40e2-8ca9-61c8ec4bb319		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Catherine Eaton Catherine.eaton@ngic.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/25/2023 10:21:35 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Seth Nash Seth.Nash@NGIC.COM Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/25/2023 10:21:35 AM
Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
Accepted: 7/27/2023 5:46:03 AM ID: 0823e3d3-aaf9-43de-8811-bfcae9e09d06		
Vicky DelBosquez Delbosquezv@southbaycity.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/25/2023 10:21:36 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/25/2023 10:21:36 AM
Certified Delivered	Security Checked	9/25/2023 10:29:41 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National General Benefits Solutions (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National General Benefits Solutions:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: anhrfpcincinnati@ngic.com

To advise National General Benefits Solutions of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at anhrfpcincinnati@ngic.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National General Benefits Solutions

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to anhrfpcincinnati@ngic.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National General Benefits Solutions

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to anhrfpcincinnati@ngic.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National General Benefits Solutions as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National General Benefits Solutions during the course of your relationship with National General Benefits Solutions.

RESOLUTION 47-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2024 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, In anticipation of the 2024 Florida State Legislative Session and Sessions of Congress of the United States, the City of South Bay City Commission ("City Commission") has discussed its legislative priorities; and

WHEREAS, the City Commission has reviewed and considered the nature and scope of proposed legislative actions with information provided by city staff and members of the public; and

WHEREAS, the City Commission desires to state and confirm its legislative priorities for the 2024 legislative session, subject to amendments to the list that may be made from time to time, if determined necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Adoption of 2024 Legislative Priorities; Reservation for Amendments. The City Commission of the City of South Bay, Florida hereby adopts the 2024 Legislative Priorities as set forth in Exhibit "A," attached hereto. The City Commission reserves the right to take action on additional legislative issues, if determined necessary by the Commission.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 3rd day of October, 2023.

_____
Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

CITY OF SOUTH BAY

2023 FLORIDA LEGISLATIVE AGENDA

GENERAL GOVERNMENT ISSUES

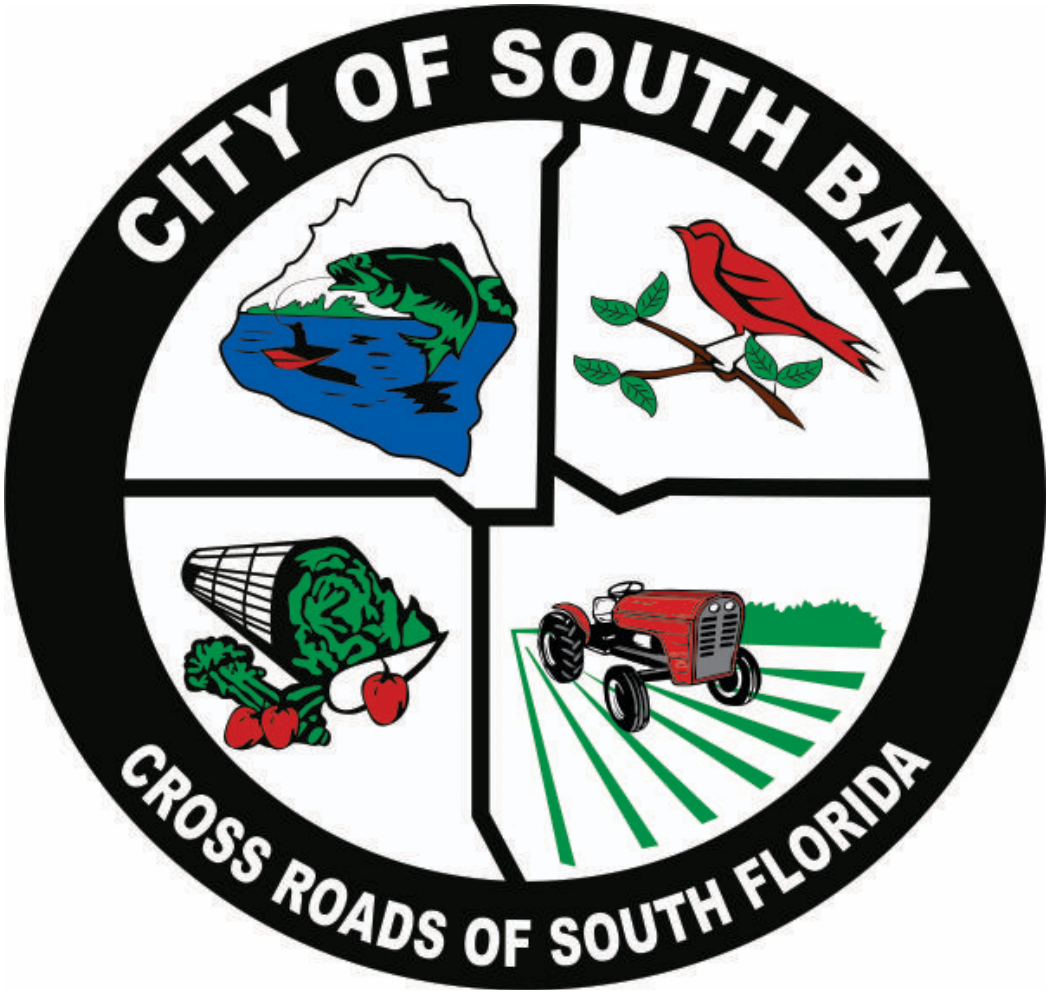
CITY COMMISSIONERS

Joe Kyles, Mayor
Betty Barnard, Vice Mayor
Esther Berry
Taranza McKelvin
John Wilson

Leondrae D. Camel,
City Manager

Vicenta Delbosquez,
City Clerk

Burnadette Norris-Weeks,
City Attorney



South Bay, the Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together

Cross Roads of South Florida

(561) 996-6751
www.southbaycity.com
335 SW 2nd Avenue • South Bay, FL 33493

LEGISLATIVE PRIORITIES OVERVIEW

Deteriorating roadways, substandard storm water drainage system, multipurpose community facility and Herbert Hoover Dike Rehabilitation Project are legislative priorities. Through strategic planning and community input, the City of South Bay commission acknowledges that the City's annual capital improvement budget is contingent on State of Florida appropriation. Strategically located at Florida's crossroads (US 27 North South and SR 80 East West), the City of South Bay, is experiencing gradual economic revitalization. However, South Bay's fiscal challenges and economic growth are at the crossroads. According to population census and tax base data, the average median household income is $28,406 compared to the State median household income at $46,036 and the median property value is $89,300 compared to the State median property value of $153,300.

As prospective, the City's legislative priorities target infrastructure (roads, sidewalks, storm water drainage, and guardrails/protective barriers), public health, safety, citizens' wellness and interagency support, such as the Palm Beach Sheriff's Office and the American Red Cross.

As an overview, there are several existing conditions described in this document to support the City of South Bay's request for 2019 legislative appropriations.

SOUTH BAY RAIL AND STORMWATER DEVELOPMENT EPICENTER Cost - $500,000

The City of South Bay is desirous of improvement and/or development of a parcel of publicly-owned land known as the "South Bay Park of Commerce", located adjacent to US HWY 27, Inland Logistic Center (ILC) in the City of South Bay, Florida. The property has direct access to US HWY 27 and ILC.

The City of South Bay has adopted a Redevelopment Plan known as the Economic Development Project, "Creating an Industrial Park for Business Development". A conceptual plan of the South Bay has also been created.

In an effort to improve the marketability of this plan the city is seeking $500,000 to be provided for the preliminary engineering and design for future developments of the Epicenter Rail and Stormwater improvements in the City of South Bay.

MULTI-PURPOSE EMERGENCY SHELTER AND CARE CENTER
Cost - $8,300,000 (Final)

The City of South Bay's current shelter no longer meets the Florida-state requirements to serve as an emergency shelter, nor does it accommodate the needs of residents as a community center. Through this proposed project, the City is creating not only a fully functioning emergency shelter but also a one-stop community center that will facilitate community growth and prosperity. Activities and services that will be housed in the new center will improve the quality of residents' lives, which will allow the City to move from its status as a rural underserved community to a flourishing community with less economic disparities and more opportunities for residents, the City and the region. The City of South Bay Emergency Shelter/Community Center (facility) will serve area residents in several vital capacities: as an emergency shelter in times of natural disaster and as a true community center during day-to-day operations.

In everyday situations, the facility will provide the City with a central location for small business and entrepreneurial development, educational programming, social services, medical/dental services, cultural engagement and recreation. This structure in the heart of the community will create cultural significance through productive activities for all ages regardless of socio-economic status.

South Bay Recreation Department will use the facility as the classroom space and computer lab for special interest programs, such as senior citizen programs and adult continuing education for self-betterment/self-satisfaction; for job/career-related courses and certifications, such as first aid CPR; and for English as a Second Language Instruction. Further, the facility will be utilized year-round for the purposes of recreation, youth programming and community events that enhance the livability of the city. The City will strive to work with entities such as Palm Beach State College, the Small Business Administration, the West Technical Education Center (Belle Glade), and Palm Beach County Schools to determine purposeful community-based education that best meets the needs of area adults and youth. In cooperation with the local elementary schools, vital services, such as summer camps, will be provided from this center. Working families will receive support regardless of their ability to pay.

In addition, local community-based non-profits and informal groups, such as the Girls Scouts, Little League, social, arts/performing arts groups and special interest community groups, will use the facility for meetings and other special events that add to the vibrancy of South Bay. The City will have the option to rent the facility to private citizens for personal gatherings, which will generate some income that supports the routine maintenance and programming provided to the public.

The facility will house a community kitchen and café that will be open to the public. The kitchen will serve as a training facility for adults and/or disabled/developmentally disabled adults to receive training in foods preparation/service. The café will allow the public to access an affordable dining and meeting space while supporting those that come to the community kitchen to learn a new skill or trade. The community kitchen will also serve as a local food bank to area residents in need of nutritional support.

The City plans to work with the Federation of Families of Florida Inc. a SAMSHA approved organization to provide a location for weekly mental and medical and services for uninsured persons or for those unable to travel far afield for routine medical services. The Center will also offer space for counseling services. In addition, area non-profits will be able to use the space for large and small meetings. The City will work with local non-profits to develop a one-stop type environment so that residents in need can access a myriad of supportive social services in one location and at one time.

The City believes that the crucial piece to this proposed community center, during non-disaster scenarios, will be the proposed small business and entrepreneurial center. In addition to meeting space, the center will house a small business/entrepreneurial center complete with technology access, mailboxes, small-scale packaging/shipping preparation area, quiet rooms for phone calls/interviews. In addition, the City will be working to recruit business mentors and advisors to help area residents launch small-scale business ventures that will raise the average income of area residents; will reduce unemployment and reliance on governmental support programs, such as unemployment or TANF; and will lend to the overall economic revitalization of the city.

In its critical functions, the facility will provide protection for life at the point of impact in a natural disaster or critical hours in the heat of an emergency event. The Shelter will house a minimum of 200 persons, either typically abled or physically disabled persons with sleeping accommodations. Unfortunately, the current shelter is no longer able to meet the standards required for the increasingly powerful storm events that face our communities. Once the critical hours pass, the facility will also serve as the staging point for recovery efforts. City first responders, including, police, fire, EMT, and social services teams will use the facility to support residents, employees and those from our neighboring communities in the seven community lifelines.

The community lifelines that will be safeguarded or enhanced through the construction of this facility will include: 1) Safety and security; 2) Food, water and

shelter; 3) Health and Medical; 4) Energy (power); 5) Communications; and 6) Transportation. The seventh community lifeline, Hazardous Materials, will be addressed in the site preparation phase, which will be completed prior to the construction phase of the shelter. Therefore, each of the seven lifelines will be addressed through the proposed emergency shelter construction project.

This critical facility will improve resiliency in a number of ways that influence the seven lifelines:

1) Safety and security – without the construction of the shelter it will be increasingly difficult as storms grow in size, intensity and impact to provide safety and security to our community members. The proposed construction and new building standards will increase the likelihood of survival and will minimize damage to the critical facility.

2) Food, water and shelter – the new emergency shelter will provide shelter, food and water to those residents taking refuge in the structure. The facility will have a community kitchen, food bank, dining area, sleeping space, showers/changing rooms/restrooms, and potable water. Moreover, once the critical event hours have passed, the facility will serve as a staging area for fire, rescue, and post-disaster emergency response agencies to set-up operations. The community kitchen and food bank will be used for food service as well as food and water distribution for community members that do not stay in the facility.

3) Health and Medical – in the immediate post-disaster scenario, the facility can be used as a triage area, where EMTs and medical teams can evaluate victims for transport to hospital or provide immediate treatment. The community center will have private areas that can be used a counseling space for those residents will behavioral health challenges.

4) Energy (power and fuel) – Once constructed, the facility will include backup electricity capabilities for the entire facility. By having this critical source, the center will be enabled as a recovery facility to provide more services after an event, such as the set up of charging stations and critical medical device hookups.

5) Communications – Proposed power generation capabilities noted above will allow communications reliant on electricity/charging batteries to remain functioning, such as through the phone charging stations.

6) Transportation – The community center in normal operation will serve as a transportation hub. This capacity will continue to the extent possible in post disaster scenarios. The playing fields at the shelter could be used as a possible

landing pad for transport helicopters and as a land transport connection point to other critical facilities, such as hospitals, and as a distribution point for supplies.

7) Hazardous Materials – The site for the shelter will be assed for the presence of hazardous materials prior to the construction of the site. These activities are not a part of this proposed project, but are necessary to construction of the proposed facility. Any hazardous materials found, such as lead, asbestos, pesticides, will be addressed prior to construction.

The construction of this critical facility is of vital importance to the health, safety, and wellbeing of the residents of South Bay. Moreover, **this project meets all three of the HUD Community Development Block Grant national objectives:**
1) The service area for the proposed facility is entirely populated by low-and-moderate income (LMI) persons;
2) The project addressed a server and urgent community welfare and health need;
3) By the pre-project demolition of the damaged shelter/community center and the construction of a new and attractive facility, the project eliminated blighted conditions in this area.

<u>SOUTH BAY MEMORIAL VETERAN PARK</u>
<u>Cost - $150,000</u>
Phase I on Veterans Memorial Park by the City of South Bay will be located at the Crossroads of US HWY 27 and State Road 80. This City-Owned land improvements will include site grading, the installation of road pavers and substrate, an approach walkway, and the addition of flag poles, benches, trees, landscaping and pathway with flagpole lighting.

In the process creating a memorial that appropriately honors area veterans while also providing a destination for visitors in the area to enjoy.

ROADWAYS, SIDEWALKS AND STREET LIGHTING
Estimated Cost - $5,860,705

- Infrastructure Improvement for Streets with Substantial Public Safety Concerns *(i.e. guardrails and/or protective roadway barriers).*

Proposed Roadways Marked for Street Reconstruction / Resurfacing 2020-2021		
	Project Length	Estimated
Collector / Residential Roadways	(ft)	Cost
SE 3rd St	1252	331,780.00
NW 6th Ave	372	98,580.00
NW 9th Ave	1253	332,045.00
NW 10th Ave	1253	332,045.00
NW 5th Ave	372	98,580.00
NW 7th Ave	372	98,580.00
NW 11th Ave	1253	332,045.00
NW 2nd St	2500	662,500.00
NW 12th Ave	1253	332,045.00
SW 11th Ave	1297	343,705.00
SW 4th Ave	1297	343,705.00
SW 6th Ave	1297	343,705.00
SW 5th Ave	1297	343,705.00
SW 4th Ave	700	185,500.00
SW 3rd Ave	800	212,000.00
Total Estimated Funding Required for Road Projects		**$4,390,520.00**

Total Estimated Funding Required for Sidewalk Projects **$1,470,185.00**

HERBERT HOOVER DIKE REHABILITATION

The South Bay City Commissioners support the Board of County Commissioners of Palm Beach County, Florida urging Congress to provide the necessary funding to complete the Herbert Hoover Dike rehabilitation and urging the Army Corps of Engineers to expedite its repairs to the dike to ensure the public health, safety, and welfare of the cities surrounding Lake Okeechobee and the Corps' ability to manage the lake's water level in a way that will significantly reduce the impact to the coastal estuaries. The El Nino weather pattern that dominated South Florida from December through March brought record dry season rainfall to many areas and caused the water level in Lake Okeechobee and the Everglades to rise well above the United States Army Corps of Engineers' Regulation Schedules for those areas. As a result, the coastal estuaries were forced to endure high releases of water from Lake Okeechobee for several months. The higher Lake stage also impacts the public health, safety and welfare of residents in Palm Beach County, including the Cities of Belle Glade, Pahokee and South Bay because of the pressure on the Herbert Hoover Dike. The problem is exacerbated by the Interim Lake Okeechobee Operating Rules required while the Herbert Hoover Dike undergoes its first major rehabilitation in 75 years.

STRATEGIC PLANNING COMMUNITY INPUT SURVEY

HISTORICAL CONTEXT – Community Strategic Planning and Visioning

Since 2011, the City of South Bay Commission has engaged community in strategic planning, as a process to provide essential information about strengths, weaknesses, opportunities and threats relative to land use, community revitalization, economic development and fiscal priorities.

Notably, on April 23, 2011, the City commission initiated and convened the community strategic planning and visioning workshop. Approximately 25 participants used the **SWOT** matrix to identify community **strengths**, **weaknesses**, **opportunities** and **threats**. The participants identified and prioritized the following:

- **Strengths** – location and people
- **Weaknesses** – lack of job opportunities and lack of diverse businesses
- **Opportunities** – Inland distribution center and signature event/Bayfest
- **Threats** – Lake Okeechobee breech and access to west area from east coast/infrastructure, transportation

On June 7, 2011, the City commission adopted **Resolution 17, 2011**, namely, **Resolution of the City Commission of the City of South Bay Palm Beach County Florida Supporting the Strategic Planning Process for Identifying and Prioritizing Economic Development and Community Revitalization Projects**.

Significantly, on July 17, 2012, the commission and the community discussed the creation of a 7-year master plan with focus on jobs, community revitalization and economic development.

In collaboration with community stakeholders, local businesses, residents, Palm Beach County League of Cities, Palm Beach County Board of County Commission-west area, Business Development Board, LORE, Palm Beach County School Board –west area and State of Florida legislators, the City of South Bay Commission adopted and submitted Legislative Priorities to the State of Florida Appropriations committee. Notably, the City has received State funding for infrastructure improvement to support quality of life, public safety and economic development.

As a data collection component of the strategic planning process, the City of South Bay commission approved the **Community Input Survey 2018**. The survey was designed to obtain input regarding economic development within the next five years.

Community Input Survey Master Sheet

Total Number of Surveys Dispersed (TNSD)			**Total Number of respondents**
	1223		114
	114		1223
Calculated responses with percentages	**Total Number**	**Percent**	**Percentage Rate Submitted**
Q#1			
What is the City's growth and development challenge?			
Adequate job opportunities	54	47.37%	4.42%
Housing options	18	15.79%	1.47%
Natural Resources	3	2.63%	0.25%
Small town character	8	7.02%	0.65%
Adequate recreational opportunities	12	10.53%	0.98%
Q#2			
What is the City's greatest asset?			
Education	19	16.67%	1.55%
Natural habitat	10	8.77%	0.82%

Recreational opportunities	11	9.65%	0.90%
Sense of community	25	21.93%	2.04%
Affordable Housing	23	20.18%	1.88%
Other(please specify)	14	12.28%	1.14%

Q#3

What type of development would you support?

Commercial	23	20.18%	1.88%
Housing or replacement housing	30	26.32%	2.45%
Industrial uses along US HWY 27 North and South	46	40.35%	3.76%

Q#4

What type of housing do you support?

Single Family	52	45.61%	4.25%
Apartment	5	4.39%	0.41%
Senior living facilities	36	31.58%	2.94%

Q#5

Which of the following do you support?

Trail activities	23	20.18%	1.88%
Cultural events and entertainment	72	63.16%	5.89%

Q#6

What cultural activities do you support?

Museums/History	11	9.65%	0.90%
Festivals/Events	16	14.04%	1.31%
Children/Youth Activities	46	40.35%	3.76%
Veterans appreciation activities	2	1.75%	0.16%
Music/Concerts	4	3.51%	0.33%
Art Galleries			
Theater performances	7	6.14%	0.57%

Q#7

Which capital improvements should the City prioritize?			
Road improvement	68	59.65%	5.56%
Resurfacing	3	2.63%	0.25%
Sidewalks	2	1.75%	0.16%
Water and Sewer	3	2.63%	0.25%
Parks	7	6.14%	0.57%
Parking			
Martin Luther King Blvd/Main Street Development	3	2.63%	0.25%

Q#8

Which economic development priority would you support?			
Recreation and Tourism	23	20.18%	1.88%
Manufacturing	16	14.04%	1.31%
Construction	16	14.04%	1.31%
Warehouse Distribution Center	40	35.09%	3.27%

Q#9

What type of restaurant would you support in the City?			
Fast Food	30	26.32%	2.45%
Family/Buffet Style	41	35.96%	3.35%
Health Food	3	2.63%	0.25%

Q#10

Do you support Live Stream Commission Meetings?			
Yes	92	80.70%	7.52%
No	15	13.16%	1.23%

Multiple Responses

	131	114.91%	10.71%

No Responses	77	67.54%	6.30%
Total number of responses	1,140		

ENDNOTE

List of supportive references noted in the Legislative Priorities

1. Strategic Planning and Budget discussion workshops
2. Demographics Data
3. Storm water Engineering Survey
4. List of Proposed Roadways

RESOLUTION 48-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation ("FDOT"), has created the Economic Development Transportation Fund ("EDTF") pursuant to Section 339.2821, Florida Statutes, for the purpose of offering funding assistance to resurface or reconstruct roadways within small counties and municipalities encompassing rural areas of critical concern; and

WHEREAS, FDOT has determined that the transportation project described in the attached funding agreement is necessary to facilitate economic development and growth within the State of Florida; and

WHEREAS, on March 13, 2021, the City Manager submitted a grant application for FDOT - Small County Outreach Program for Rural Areas of Opportunities (SCOP-Municipalities) for road reconstruction that would upgrade and improve existing facilities to meet minimum or desired standards without increasing capacity; and

WHEREAS, December 2022, FDOT notified the city of the pending funding award; and

WHEREAS, the October 2023 attached state funded grant agreement will consist of the design, reconstruction/rebuilt and CEI services of NW 1st Street from terminus to NW 12th Avenue, which consist of the replacement of curb and gutter and widening of existing sidewalk from 4 inches to 5 inches. The existing pavement will be reconstructed by removing the asphalt and part of the base and replaced with geo textile material, 12 inches of Lime-rock base and 2 inches of asphalt. The corridor will have new signing and pavement markings to meet the Manual on Uniform Traffic Control Devices ("MUTCD") standards. The existing drainage system will be de-silted including all laterals and inlets. The reconstructed pavement will include new sub base, base and asphalt and utilize geo-textile material to alleviate the poor soil conditions typically in the area. The front and back slopes will be re-graded and re-sodded to facilitate drainage. The corridor will have signing and pavement marking to meet MUTCD standards; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute a State-Funded Grant Agreement between the Florida Department of Transportation and the City of South Bay is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute a State-Funded Grant Agreement between the Florida Department of Transportation and the City of South Bay, attached hereto as Exhibit "A."

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 3rd day of October 2023.

_____

Joe Kyles, Mayor

ATTEST:

_____

Vicenta Del Bosquez, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

STATE-FUNDED GRANT AGREEMENT

FPN: 449505-1-54-01	Fund: SCRC	FLAIR Category: 085576
	Org Code: 55043010404	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:93	Contract No:	Vendor No: F-596-000-429

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and the City of South Bay, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineeing inspection (CEI) services of NW 1st Street from SW 12th Avenue to SW 9th Avenue , as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $1,200,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $860,447.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

AGENCY

City of South Bay

By: _____

Print Name: _____

Title: _____

As approved by the Board on:

_____

Attest: _____

Legal Review:

_____
City Attorney

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: JOHN P. KRANE, P.E.

Title: Director of Transportation Development

Date: _____

Legal Review:

_____

See attached Encumbrance Form for date of funding approval by Comptroller

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 449505-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of South Bay (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Project Length = .247 miles. (BMP 0.252 to EMP 0.499)

PROJECT DESCRIPTION: This project will consist of the design, construction, and construction engineeing inspection (CEI) services of NW 1st Street from SW 12th Avenue to SW 9th Avenue, which consist of the replacement of curb and gutter and widening of existing sidewalk from 4' to 5'. The existing pavement will be reconstructed by remvoing the asphalt and part of the based and replace with geo textile material. 12" of Lime-rock and 2" of asphalt. The corridor will have new signing and pavement markings to meet the Manual on Uniform Traffic Control Devices (MUTCD) standards. The existing drainage system will be de-silted including all laterals and inlets. The reconstructed pavement will include new sub base, base and asphalt and utilized geo-textile material to alleviate the poor soil conditions typically in the area. The front and back slopes will be re-graded to facilities drainage.

SPECIAL CONSIDERATIONS BY RECIPIENT:

DESIGN: 100% Signed and Sealed plans, including, but not necessarily limited to roadway, signing, and marking plans.

CONSTRUCTION & CEI: The deliverables are contingent on the design of the Project.

The Agency is required to provide a copy of the construction plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project’s activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction to be completed by June 30, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Per provision 10 (d) of the Agreement, the Recipient is required to hire a contractor and CEI consultant firm for the Project. The CEI consultant cannot be the Engineer of Record (EOR) for the project. The Recipient may not advertise the construction of the project, until the 100% signed and sealed constructions plans have been approved and until all construction work is shown within the right of way, by the Department. In addition, the Recipient will not be able to proceed with the actual contruction of the project, until the Department provides the Recipient with a Notice to Proceed (NTP).

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
City of South Bay 335 SW 2nd Avenue South Bay, Florida	449505-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2024**	Maximum Department Participation (Small Country Outreach Program	$1,200,000.00	$339,553.00	$860,447.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$1,200,000.00 %	$339,553.00 %	$860,447.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$1,200,000.00	$339,553.00	$860,447.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Leos A. Kennedy, Jr.
District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of South Bay

PROJECT DESCRIPTION: Design, construction, and construction engineeing inspection (CEI) services of NW 1st Street from SW 12th Avenue to SW 9th Avenue

FPID#: 449505-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
☒ Small County Outreach Program (SCOP), (CSFA 55.009)
☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $860,447.00 (EIGHT HUNDRED SIXTY THOUSAND FOUR HUNDRED FORTY-SEVEN DOLLARS AND NO CENTS)

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

City of South Bay

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

To: Honorable Mayor and Commissioners

From: Massih Saadatmand, Finance Director

Thru: Mr. Leondrae Camel, City Manager

Date September 27, 2023

Ref. Weekly check register

Enclosed, please find the summary of check register as of September 27, 2023:

General Fund

• Utility:		
Comcast	$	1,065.85
Verizon		744.65
• Allied Benefits		9,628.06
• Cap government		4,855.00
• Amazon Capital		3,226.54
• Clark		1,790.07
• FL Municipal Ins. Trust		1,716.00
• Purchased of supplies, materials and parts		666.26
• Payment for various services		285.91
• Other		2,478.17
Total	$	26,456.51

ARP Act Fund

Payroll	$	656.67

Sanitation Fund

Waste Management	$	2,354.87

The expenses classifications are reported in general ledger

AP Check Register Report
City Of South Bay (CSBFND)

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15630	1317	FLORIDA BLACK CAUCUS OF LOCAL ELECTED OFFI	09/15/2023	150.00	
15631	1318	BRIANCE SPENCE	09/15/2023	200.00	
15632	CAP GOVERNMENT	CAP GOVERNMENT	09/15/2023	2,730.00	
15633	CLARKE	CLARKE	09/15/2023	1,194.58	
15634	COMCAST BUSINESS	COMCAST	09/15/2023	877.98	
15635	LAKE HARDWARE	LAKE HARDWARE	09/15/2023	159.07	
15636	MABLE CUNNINGHAM	MABLE CUNNINGHAM	09/15/2023	150.00	
15637	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	09/15/2023	459.25	
15638	PBC MUNICIPAL CLERKS	PALM BEACH COUNTY MUNICIPAL CLERKS ASSOCI	09/15/2023	1.00	
15639	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	09/15/2023	373.67	
15640	XEROX CORP	XEROX CORPORATION	09/15/2023	285.91	

Non-Electronic Transactions:	6,621.46
Total Transactions:	6,621.46

AP Check Register Report
City Of South Bay (CSBFND)

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15641	1320	ALLIED BENEFIT SYSTEMS	09/21/2023	9,628.06	

Non-Electronic Transactions:	9,628.06
Total Transactions:	9,628.06

AP Check Register Report
City Of South Bay (CSBFND)

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH PYMT 9-21-23	COMCAST	COMCAST	09/21/2023	187.87	PYMT 9-21-23

Totals:		
	Electronic Transactions:	187.87
	Total Transactions:	187.87

AP Check Register Report
City Of South Bay (CSBFND)

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15642	1002	BOYS & GIRLS CLUBS OF PALM BEACH COUNTY INC	09/22/2023	150.00	
15643	1317	FLORIDA BLACK CAUCUS OF LOCAL ELECTED OFFI	09/22/2023	150.00	
15644	1319	FLORIDA ASSOCIATION OF CODE ENFORCEMENT	09/22/2023	150.00	
15645	AMAZON CAPITAL SERVI	AMAZON CAPITAL SERVICES	09/22/2023	3,226.54	
15646	CAP GOVERNMENT	CAP GOVERNMENT	09/22/2023	2,125.00	
15647	CLARKE	CLARKE	09/22/2023	595.49	
15648	EVERGLADES TRADING	EVERGLADES TRADING	09/22/2023	47.94	
15649	FAU	FLORIDA ATLANTIC UNIVERSITY	09/22/2023	650.00	
15650	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	09/22/2023	1,716.00	
15651	PALM BEACH EMBROIDEI	PALM BEACH EMBROIDERY USA, INC	09/22/2023	163.50	

Non-Electronic Transactions: 9,274.47
Total Transactions: 9,274.47

AP Check Register Report
City Of South Bay (CSBFND)

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH FOR 344000046	1146	VERIZON CONNECT FLEET USA LLC	09/22/2023	189.50	344000046347

Totals:		
	Electronic Transactions:	189.50
	Total Transactions:	189.50

AP Check Register Report
City Of South Bay (CSBFND)

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH- FOR 99439278	VERIZON WIRELESS	VERIZON WIRELESS	09/22/2023	555.15	:nt 9943927883

Totals:		
	Electronic Transactions:	555.15
	Total Transactions:	555.15

AP Check Register Report
City Of South Bay (CSBFND)

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
322	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	9/22/2023	2,354.87	

Non-Electronic Transactions:	2,354.87
Total Transactions:	2,354.87