

TOWN OF BAY HARBOR ISLANDS

November 13, 2017

AGENDA

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE:

ROLL CALL:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

Dan Brea - BNY Mellon Wealth Management - Report

1. Legislative Update - David Caserta

2. Report on discussion with FPL - concrete poles.

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

PUBLIC COMMENT:

*There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. **A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment.** Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

3. **Consideration and Approval** of a proposal by Duval Ford, through the Florida Sheriff's Association & Florida Association of Counties for an open end lease of one (1) 2018 Ford F-250 Truck in the amount of \$31,778.00 to be utilize by the Police Department. Enclosed is a copy of the proposal from Duval Ford.

4. **Approval** of an agreement with Miami Dade County for the reimbursements of the municipal parking fines Program. Enclosed is the proposed agreement

STAFF RECOMMENDATION: approval

POLL VOTE

ORDINANCES ON SECOND READING:

5. **Consideration and Approval** of an ordinance on **second** reading increasing the monthly base and flow charges for sewer service. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 20-9 OF THE TOWN CODE INCREASING THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

6. **Consideration and Approval** of an ordinance on **second** reading increasing the monthly charge for water service. Enclosed a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$4.53 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$21.08; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

7. **Consideration and Approval** of an ordinance on **first** reading amending Section 23-11 of the Town Code to allow for additional the building height in the B-1 Business District. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO AMEND SECTION 23-11(C) TO ALLOW FOR ADDITIONAL BUILDING HEIGHT IN THE B-1 BUSINESS DISTRICT PROVIDED A DEVELOPER PARTICIPATES IN THE TOWN'S PUBLIC BENEFITS PROGRAM; ESTABLISHING A PUBLIC BENEFITS PROGRAM FOR ADDITIONAL BUILDING HEIGHT INCLUDING SPECIFIC PUBLIC BENEFITS DESIRED BY THE TOWN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

8. **Consideration and Approval** of ordinance on **first** reading amending Chapter 4 of the Town Code to prohibit animal feeding on public right-of-way. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 4 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ANIMAL CONTROL, BY ADDING SECTION 4-18 ENTITLED PROHIBITING THE FEEDING OF STRAY OR OWNERLESS CATS ON PUBLIC PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

9. **Consideration and Approval** of an ordinance on **first** reading amending Section 18-22 of the Town Code to require property owners to underground the service lines. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 18-22 ENTITLED NEW CONSTRUCTION AND REHABILITATED STRUCTURES, TO REQUIRE PROPERTY OWNERS TO UNDERGROUND THE SERVICE LINE OR LATERAL FROM THE BUILDING TO THE UTILITY POLES OR UNDERGROUND FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

10. **Consideration and Approval** of an ordinance on **first** reading amending Chapter 16 of the Town Code to permit payroll deductions for the payment of purchases of credited service for past military and/ or police service. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, TO PERMIT PAYROLL DEDUCTIONS FOR THE PAYMENT OF PURCHASES OF CREDITED SERVICE FOR PAST MILITARY AND/OR POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

11. **Consideration and Approval** of award contract BHI-186 for pressure cleaning and sanding of brick pavers in the amount of \$42,500.00 in favor of Cartman Commercial Services. Enclosed find a copy of the bid results.

STAFF RECOMMENDATION: Approval

POLL VOTE

12. **Consideration and Approval** of award contract BHI-187 for Custodial Services for Public Buildings in the amount of \$65,806.00 in favor of Professional Building Services. Enclosed is a copy of the bid analysis report.

STAFF RECOMMENDATION: Approval

POLL VOTE

13. **Consideration and Approval** of a agreement between the Town of Bay Harbor Islands and the Village of Miami Shores for the use and access of the Aquatics Center. Enclosed is a copy of the agreement.

STAFF RECOMMENDATION: Approval

POLL VOTE

14. **Consideration and Approval** of award of contract to Bruteproof, LLC in the amount of \$38,000 to purchase and separate the Police Department Network hardware. Enclosed is a memorandum from IS Manager Roberto Gonzalez and supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

15. **Consideration and Approval** of the proposed program for the Town's 70th Anniversary Celebration. Enclosed is a copy of the fireworks proposal and supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

16. **Approval** of Change Order # 28 in favor of M&J Construction of Pinellas County Inc., in the amount of \$187,368.10. The purpose of this change order was predominantly to perform additional painting associated with steel repairs caused by section loss. Enclosed is a copy of the change order details.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

17. **Discussion** requested by Council Member Yaffe regarding the fees charged by the Building Department for a change of contractor.
18. **Discussion** requested by Vice Mayor Stephanie Bruder regarding the Town's Health Insurance and allowing Council Members to join the existing plan.
19. **Discussion** and input requested by Town Manager Wasson regarding the draft Address Verification Plan agreement between the Town and the School Board.

ADJOURNMENT: Set for 11:00 p.m. *(Any items not addressed by 11:00 PM, will be continued to the following day at 7:00 PM)*

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or 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.

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 3.

ITEM:

Consideration and Approval of a proposal by Duval Ford, through the Florida Sheriff's Association & Florida Association of Counties for an open end lease of one (1) 2018 Ford F-250 Truck in the amount of \$31,778.00 to be utilize by the Police Department. Enclosed is a copy of the proposal from Duval Ford.

DESCRIPTION:

Consideration of expenditure for the purchase of one (1) new 2018 Ford F-250 patrol police vehicle through Duval Ford, paid from the Police Department Budget. The purchase price is \$31,778.00 and will be purchased through the Florida Sheriffs Association Cooperative Bid Award. The addition of the vehicle is for the pulling of the Marine Patrol Vessel and to have on hand a high water vehicle to assist during times of inclement weather or hurricanes.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This is a budgeted expense.

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant

ATTACHMENTS

1.	Duval Ford Quote	Ford quote.pdf
2.	Lease agreement	BAY HARBOR ScheduleOpen for 2018 F250.pdf



DUVAL
Ford
**State Employee
Contract Pricing**

State Employees, as well as County and City
Employees and their immediate families, can now get
their new Ford car, truck or SUV at **COST** using
State Employee Contract Pricing.

**CALL: (800) 646-0584 or go to
www.duvalford.com**

BAY HARBOR ISLANDS

Prepared for:		Contract Holder	DATE:
BAY HARBOR ISLANDS LT. JOHNSON CJOHNSON@BAYHARBORISLANDS-FL.GOV		Duval Ford Fleet Sales Laura Torbett (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-568-6027 Laura.Torbett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	10/6/17
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA17-VEH15.0 chassis / FSA17-VEL25.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.			
Labor	Code	Equipment	Price
0	SPEC 57	2018 FORD F-250, 3/4 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X4 W2B	\$ 26,994.00
0	600A	XL TRIM PACKAGE	NC
0	996	V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	160	160" WHEEL BASE 6 3/4' BED	NC
0	Z1	OXFORD WHITE	NC
0	AS	VINYL INT	NC
0	X3E	3.73 ELEC LOCKING AXLE	NC
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 269.00
0	86M	DUAL BATTERY	\$ 209.00
0	871	BACK UP CAMERA	\$ 369.00
0	76R	REVERSE SENSING	\$ 244.00
0	91M	SYNC- BLUE TOOTH	\$ 364.00
0	90L	POWER WINDOWS AND LOCKS	\$ 1,124.00
0	585	AM/ FM RADIO WITH SINGLE CD	\$ 274.00
0	913	SYNC 3	\$ 449.00
0	525	CRUISE CONTROL	\$ 234.00
0	874	ULTIMATE TRAILER ASSIST	\$ 709.00
0	60B	BLIND SPOT MONITORING	\$ 539.00
0	G1	SHADOW BLACK	\$ -
0	AS	MED. EARTH GRAY VINYL	\$ -
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$135 \$ -
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 31,778.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 31,778.00



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated _____, between The Bancorp Bank (Lessor) and
Town of Bay Harbor Islands (Lessee).

Date 10/27/2017 Customer # 04030
Unit # TBD

Year, Make & Model	VIN
2018 FORD F250 CREW CAB 4X4	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
BLACK		AS PER SPEC'S	FLORIDA	UNLIMITED

Term & Frequency	<u>60 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$31,778.00</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$7,099.29</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$7,099.29</u>		

Additional Terms and Conditions:
ORDERED FROM DUVAL FORD

LESSEE Town of Bay Harbor Islands		Signature _____	
		Title _____	
Signature _____		Signature _____	
Title _____		Title _____	
Signature _____			
Title _____			
Signature _____		LESSOR The Bancorp Bank	
Title _____		Signature _____	
		Title _____	

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 4.

ITEM: Approval of an agreement with Miami Dade County for the reimbursements of the municipal parking fines Program. Enclosed is the proposed agreement

DESCRIPTION:

The funds reimbursed to the municipality shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct disability public awareness programs.

RECOMMENDED ACTION:

approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Ronald Wasson, Town Manager

ATTACHMENTS

1.	agreement	MDC Parking Fine Reimbursement Program.pdf
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MUNICIPAL PARKING FINES REIMBURSEMENT PROGRAM
AFFIDAVIT

State of Florida, County of Miami-Dade

BEFORE ME, the undersigned Notary,

[name of Notary
before whom affidavit is sworn], on this _____ [day of month] day of

[month], 20____, personally appeared

[name of affiant],
known to me to be a credible person and of lawful age, who being by me first duly
sworn, on _____ [his or her] oath, deposes and says:

The municipal parking fines funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.

If only a portion of the project or program is being promoted to benefit people with disabilities, then only that portion of the project or program will be funded with these monies.

The municipality shall return funds to the County if the project is not successfully completed and allow the Miami-Dade County Internal Services Department to audit projects and conduct site visits. Any such audits or inspections shall be conducted in such manner and at such times so as not to unreasonably interfere with the day-to-day operation of the parties.

[signature of affiant]

[typed name of affiant]

**Miami-Dade County
Municipal Parking Fines Reimbursement Program
Affidavit**

[address of affiant, line 1]

[address of affiant, line 2]

State of Florida, County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____ day of

_____ *(month)*, _____ *(year)*, by

_____ *(name of person making statement)*

_____ *(title of person making statement)*

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 5.

ITEM: Consideration and Approval of an ordinance on **second** reading increasing the monthly base and flow charges for sewer service. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Proposed Ordinance	sewer rate- ordinance.pdf
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS
AMENDING SECTION 20-9 OF THE TOWN CODE INCREASING
THE MONTHLY BASE AND FLOW CHARGES FOR SEWER
SERVICE; PROVIDING FOR PENALTIES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING
FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands purchases its sewer services from the City of Miami Beach, which in turn pays Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 4.95% for sewer services in its preliminary budget and the City of Miami Beach has indicated an unspecified increase in their surcharge; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase sewer services and in order to maintain proper fiscal discipline must pass-through the County’s increase; and

WHEREAS, the Town of Bay Harbor Islands wishes to increase the rates for sewer service charges in order to fund increased costs for sewage disposal;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS as follows:

Section 1. Section 20-9 is hereby amended to read as follows:

Sec. 20-9. Sewer service- Rates.

The schedule of rates for service supplied by the sewer system, which schedule shall be subject to such increase, decrease or revision from time to time as may be necessary to carry out the provisions of this section, shall be as follows:

Residential Users:
Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$7.11~~ \$7.46 per thousand gallons. In addition, there shall be a monthly base charge of ~~\$18.70~~ \$19.63 per living unit regardless of usage.

Non-residential users:
Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$7.11~~ \$7.46 per thousand gallons. In addition, there shall be a monthly base charge regardless of usage depending upon the size of the water meter as follows:

Water Meter Size	Monthly Base Charge	Monthly Base Charge
1”	\$77.85	\$81.70
1.5”	\$155.69	\$163.40
2”	\$249.12	\$261.45
3”	\$467.03	\$490.15

An initial deposit of \$50.00 per water closet to ensure payment of the sewer charge.

A tapping charge of \$250.00 for each service connection made to any single-family dwelling unit and \$650.00 for each service connection made to any multiple-family dwelling or commercial establishment. To the charges set forth above shall be added that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility services charge to finance the environmental resources management department's water protection and utility regulation program.

Section 2. **Penalties**

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Miami-Dade County, Florida, and under Section 1-8 and any other penalty section(s) of the Code of the Town of Bay Harbor Islands.

Section 3. **Severability**

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. **Inclusion in the Code**

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. **Effective Date**

This Ordinance shall be effective for all billings rendered after November 1, 2017.

PASSED this 16th day of October, 2017 on first reading.

PASSED AND ADOPTED this 13th day of November, 2017 on second reading.

MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 6.

ITEM: Consideration and Approval of an ordinance on **second** reading increasing the monthly charge for water service. Enclosed a copy of the proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Proposed Ordinance	water rates increase - ordinance.pdf
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ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$4.53 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$21.08; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands purchases its water from Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 5.76% for water services in its preliminary budget; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase water and in order to maintain proper fiscal discipline must pass-through the County's increase; and

WHEREAS, it is necessary for the Town of Bay Harbor Islands to increase the rates which it charges for water services because of higher operating costs;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS as follows:

Section 1. Section 20-5 of the Code of the Town of Bay Harbor Islands is hereby amended as follows:

The charges for water service in the Town shall be at the rate of ~~four dollars and twenty-eight cents (\$4.28)~~ four dollars and fifty-three cents (\$4.53) per one thousand (1,000) gallons plus that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility charges to finance the Environmental Resources Management Department's water protection and utility regulation program.

Section 2. Section 20-6 of the Code of the Town of Bay Harbor Islands is hereby amended as follows:

There shall be a minimum water service charge for each water meter in the amount of ~~\$19.93~~ \$21.08.

Section 3. **Severability**

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance shall be effective for all billings rendered after November 1, 2017.

PASSED this 16th day of October, 2017 on first reading.

PASSED AND ADOPTED this 13th day of November, 2017 on second reading.

MAYOR

ATTEST:

TOWN CLERK

WORDS WITH A LINE THROUGH THEM ARE DELETED
UNDERSCORED WORDS ARE ADDITIONS

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 7.

ITEM: Consideration and Approval of an ordinance on **first** reading amending Section 23-11 of the Town Code to allow for additional the building height in the B-1 Business District. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	proposed ordinance	B-1 Bldg Hgt Final Draft Ord Nov 2 2017.pdf
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO AMEND SECTION 23-11(C) TO ALLOW FOR ADDITIONAL BUILDING HEIGHT IN THE B-1 BUSINESS DISTRICT PROVIDED A DEVELOPER PARTICIPATES IN THE TOWN'S PUBLIC BENEFITS PROGRAM; ESTABLISHING A PUBLIC BENEFITS PROGRAM FOR ADDITIONAL BUILDING HEIGHT INCLUDING SPECIFIC PUBLIC BENEFITS DESIRED BY THE TOWN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Zoning and Planning Code for the community in June 1957; and

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, the Town retains the services of an urban planning professional to study land development activities and land development regulations and recommend strategies and Code modifications to address identified problems; and

WHEREAS, the Town previously studied and modified many of the land development regulations within the B-1 Business District, which included a maximum building height limit of sixty-five (65) feet; and

WHEREAS, the Town's Charter contains a provision that limits the height of all new buildings to not more than seventy-five (75) feet, unless a referendum is held; and

WHEREAS, it has become evident that to encourage and achieve high-quality commercial, office or mixed-use developments with proper floor-to-ceiling heights, additional building height could be allowed in exchange for participation and contributions to a defined Town Public Benefits Program, as many other communities have established, but tailored to the specific desires and needs of the Town of Bay Harbor Islands; and

WHEREAS, the Town Council desires to amend the Town's Zoning and Planning Code to add such provisions; and

WHEREAS, a public meeting was held by the Town Council, acting in its capacity as the designated Local Planning Agency (LPA), to review and recommend actions on proposed modifications to the Town's Zoning and Planning Code;

WHEREAS, the Town Council held a duly advertised public meeting(s) to consider the proposed modifications to the Town's Zoning and Planning Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to amend Section 23-11(C) to allow for additional building height in the B-1 Business District provided a developer participates in the Town's Public Benefits Program; establishing a Public Benefits Program for additional building height including specific public benefits desired by the Town.

Section 2: That is any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2017.

PASSED on Second Reading this ____ day of _____, 2017.

JORDAN LEONARD
Mayor

ATTEST:

MARLENE M. SIEGEL, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A
Amendments to the Town of Bay Harbor Islands
Zoning and Planning Code – Chapter 23

Sec. 23-11. Land development regulations.

In all area districts hereinabove set forth and designated, there shall be front, rear and side yard setbacks provided for of not less than the dimensions specified, and other land development standards, as follows, to wit:

(C) B-1 Business district.

Miscellaneous regulations:

(8) Building height: No building or portion thereof shall exceed 65 feet in height, except for those allowable rooftop structures listed in subsection 23-12(11) (“Standard Height”). Notwithstanding the above, buildings or portions of buildings in the district may be increased with bonus height up to a maximum of 75 feet in height (“Maximum Height”), upon the submission of a written request setting forth the proposed participation and contribution into the Town’s Public Benefit Program (“Request”) as set forth below, provided:

- a) The Town Council approves the Request at a public meeting, and
- b) The developer participates and contributes to the Town’s Public Benefits Program as set forth herein.

(8.1) Public Benefits Program – The intent of the Public Benefits Program established in this section is to allow bonus building height in the B-1 Business District up to the Maximum Height in exchange for a developer’s contributions to specified programs that provide benefits to the public. The bonus height may be permitted if the proposed development contributes toward the specified public benefits, in the manner and amount set forth herein.

(8.2) The bonus height may be permitted from the Standard Height up to the Maximum Height in exchange for contribution to the Town for the following public benefits:

- Affordable / workforce housing equal to at least 25% of the number of dwelling units proposed (sales / rental costs 120% or less of the median family income of Miami-Dade County);
- Dedication and construction of Public Parks and Open Space (land / facilities) of a size, location, and types of facilities acceptable to the Town;
- Undergrounding electrical, telecommunication and other overhead wire and pole facilities (min. underground one (1) complete platted block in the business district, or payment in lieu of the cost to the Town thereof);
- Green Buildings (USGBC Gold or Platinum only);

- Excess parking spaces above the minimum Code requirements for the project that are available and open for general public use (at least 25);
- Public buildings, land and facilities owned by the Town;
- Excess parking spaces above the minimum Code requirements for the project that are available and open for general public use (at least 25);
- Public infrastructure projects listed in the Town's Capital Improvement Plan (CIP); or
- Any other contribution(s) acceptable to the Town Council, provided that the contribution(s) serve a public purpose.

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 8.

ITEM: Consideration and Approval of ordinance on **first** reading amending Chapter 4 of the Town Code to prohibit animal feeding on public right-of-way. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

On October 16, Regular Council Meeting, the Town Council requested that staff prepare an ordinance for first reading to prohibit animal feeding on the Town right-of-way.

Enclosed is a copy of the proposed ordinance.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	proposed ordinance	Ordinance - Feeding of Stray Animals.pdf
2.	Peta Article	Peta Article.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 4 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ANIMAL CONTROL, BY ADDING SECTION 4-18 ENTITLED PROHIBITING THE FEEDING OF STRAY OR OWNERLESS CATS ON PUBLIC PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council is charged with the protection of the health, safety and welfare of the Town's residents; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and maintaining the high quality and standards and aesthetic beauty contained within the Town;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That Section 4-18 of the Town of Bay Harbor Islands Code of Ordinances is hereby added as set forth in the attached Exhibit "A," and by reference is made a part hereof.

Section 2: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, Florida, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect upon its passage and adoption.

PASSED on First Reading this _____ day of _____ 2017.

PASSED AND ADOPTED on Second Reading this _____ day of _____
2016.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A

Sec. 4-18. – Prohibiting the feeding of stray or ownerless cats on public property.

It shall be unlawful for any person to feed stray or ownerless cats on public property, including public rights of way, as such conduct is a public nuisance and a public health hazard.



ANIMALS ARE NOT OURS
TO EAT, WEAR, EXPERIMENT ON, USE FOR
ENTERTAINMENT, OR ABUSE IN ANY OTHER WAY. ►

Feral Cats: Trapping is the Kindest Solution

Andrew Rowan, former director of Tufts University's Center for Animals and Public Policy, estimates that between 60 and 100 million homeless cats live in the United States. Many of these cats are feral or "wild" cats, the descendants of unaltered tame cats who were abandoned and gave birth to kittens who never had contact with humans. Although ferals are fearful of humans, they are still domesticated and ill-equipped to survive on their own. Feral cats do not die of "old age." They are poisoned, shot, tortured by cruel people, attacked by other animals, or hit by cars, or they die of exposure, starvation, or highly contagious fatal diseases, such as rabies, feline AIDS, feline leukemia, and feline infectious peritonitis. In one feral cat colony, half of the 32 cats were shot by a man who claimed that they were "attacking" his children. Cats in another colony were shot with darts. A loose dog killed several cats in another colony.

Even easily treatable conditions can be deadly for cats who cannot be handled and regularly taken to a veterinarian. Minor cuts or puncture wounds can turn into raging infections and abscesses. Untreated upper respiratory infections lead to eyes and noses so caked with mucus that animals can barely see or breathe. Ferals often scratch their ears bloody, driven crazy by the pain and itching of ear mites and accompanying infections. Others die of blood loss or anemia from worms and fleas. Urinary tract infections, which frequently lead to blockage in male cats, cause extremely painful, lingering deaths if not treated.

Feral cats themselves are also a threat to wildlife. The American Bird Conservancy estimates that free-roaming cats kill millions of birds and small mammals in the U.S. every year, including endangered species, such as the least tern and the piping plover.

Cats Can't Live on "Bread" Alone

Many people who encounter feral cats start feeding them, but feeding alone can actually make the situation worse. Feeding ferals increases their ability to give birth to even more kittens who are destined to suffer and die premature deaths. It is essential to get these cats off the streets in order to prevent not only their own suffering, but that of their offspring. Feeding should only be done as a prelude to trapping, to get cats accustomed to eating in a certain place at a certain time.

Trapping Do's and Don'ts

Before you trap, it is prudent to obtain written permission from the owner of the property on which the cats roam. Also, wear thick gloves, as handling feral cats can be dangerous for both the cat and the handler. Be gentle: Even humane traps (box traps) can terrify animals who have never been confined.

Line the bottom of the trap with a piece of cloth, a folded newspaper, or an old towel. It will not interfere with the spring mechanism, and the animal will be afforded a small measure of comfort.

Do not use the same towel/cloth again for the same purpose unless you have washed it well—animals are very sensitive to smells.

Do not set a trap and leave it unattended, even for a few minutes.

Anything could happen while you're away. Set your trap, then back off, but stay within sight of it. Be patient. Plan to do your trapping when you have enough time to spend on site. Avoid trapping in bad or extremely hot weather. Cats are most likely to be up and about during early morning or late evening hours.

Place the trap on firm, flat ground so that it does not wobble when touched.

Turn the trap so that when the animals enter, they can keep an eye on your car, your door, you, or whatever danger they would not wish to turn their backs on.

Place a small trail of food leading to a large feeding clump at the back of the trap. Use a smelly canned food as bait, and place it on a paper plate or piece of newspaper. Avoid putting bowls or cans inside the trap. When animals enter, they may thrash around trying to escape, and a bowl could cause injury.

Immediately after the animal goes in, cover the trap with a towel or blanket (if you are trapping in cold weather) or a sheet (in hot weather). A trapped animal calms down more quickly when covered.

Gently carry the trap to your vehicle. The cat will be frightened, so be aware that even small movements or noises can aggravate the cat's stress. Don't slam doors. Always use a vehicle. Even if the animal you want to trap is just a few blocks away, drive or have a friend drive you. It can be difficult to walk even a short distance with a terrified cat struggling in a trap.

Make arrangements ahead of time for where to take the cat after he or she has been trapped. Never assume that the animal will be accepted unannounced. If you plan to rehabilitate and adopt out the cat, it is best to take the cat immediately to a veterinarian to be spayed or neutered, vaccinated, tested for leukemia and AIDS, and treated for worm and flea infestations.

If it isn't possible to take the cat directly to a veterinarian or animal shelter, transfer him or her to a larger carrier equipped with a litter pan, food, and water by abutting the opened carrier to the trap and opening the trap door.

Never turn feral cats loose in the house—you may not see them again for days and will probably be faced with trapping them again to take them to a veterinarian or animal shelter.

After bringing cats home from the vet, put them in a quiet place separated from other animals for a week or two to allow them to recover from surgery and become accustomed to their new surroundings. When the cats have recuperated, they can be released into the house, but it may take months (or years) of patience and kindness before the animals begin to trust you. Do not allow feral cats outside, even after months of living in your home. They are easily frightened and may bolt and become lost.

Because of the huge number of feral cats and the severe shortage of good homes, the difficulty of socialization, and the dangers lurking where most feral cats live, it may be necessary and the most compassionate choice to euthanize feral cats. You can ask your veterinarian to do this or, if your local shelter uses an injection of sodium pentobarbital, take the cats there. Please do not allow the prospect of euthanasia to deter you from trapping cats. If you leave them where they are, they will almost certainly die a painful death. A painless injection is far kinder than any fate that feral cats will meet if left to survive on their own.

Where to Get a Trap

If your local animal shelter will not lend you a box trap, invest in one of your own. Cat traps cost \$40 to \$50. Humane box traps are available from the following companies:

ACES (Animal Care Equipment & Services, Inc.)
P.O. Box 3275
Crestline, CA 92325
800-338-ACES
www.animal-care.com

Heart of the Earth Marketing
205 High St.
Fruitdale, SD 57742
Tel.: 800-526-1644
Fax.: 605-892-0154
www.animal-traps.com

Tomahawk Live Trap Co.
P.O. Box 323
Tomahawk, WI 54487
800-272-8727
www.livetraps.com

Commenting is closed.

Zenaven | September 17, 2013 at 12:14 AM

I could use some advice. I have three rescue kitties. One was a wild feral of about 3 months old last November when I trapped and had her spayed. I loved the wildness right out of her. Well now I am feeding a half tame calico who has 4 kittens. They are living in a field behind our shed. Who do I trap first? How old do the kittens need to be? They look about 3 months old. They are eating good. Please help. Zenaven

Nena | June 27, 2013 at 12:59 PM

I'm surprised and angry at the comment made by Hope. It is very ignorant to believe that people that feed cats are the cause for these cats to be roaming around. Let me get something straight, unethical and careless people that throw their cats in the street, that later on become feral and start reproducing. They are the ones at fault! Not the person that feeds them, if they are being fed by

a caretaker, then the cats are not going to your garbage, because they are getting fed! There are other critters that go after your garbage, not the cats that are already being fed! If people would get organized and work together, they could help each other and turn the 'nuisance' as you describe into something positive. Get a little educated!

Hope | June 18, 2013 at 1:36 PM

I wish people would think before they begin feeding feral cats, especially if you live in a neighborhood where other people are affected by your choice. I live in a neighborhood and my neighbor insists upon feeding these cats. We have tons of them running around, having litter after litter of kittens. They have become a severe nuisance. I am a cat lover, but I cannot stand what is going on. I am constantly having to pick up trash out of my yard from these cats. I cannot let my puppy out in the yard without fear of her coming in contact with diseased fecal matter from these cats, or one of the cats itself that could spread some disease to my pet. I have a cat, whom I keep safely indoors. I have been a responsible pet owner and had my kitty neutered and keep him indoors. If you are going to insist upon helping these feral cats, then take them in, spay or neuter them and KEEP THEM INSIDE or take them to the Humane Society!!! Nobody should have to deal with YOUR/SOMEONE's choice to feed a cat that is left outside or release your pet because you can't care for it. Nobody should be limited in what they can do on their own property because YOU choose to feed feral cats.

specialK | May 5, 2013 at 9:33 PM

DCAAC, Could you please give me some advice on trapping feral cats? There are a family of them living on the streets in my city and I have been feeding them but could really use some advice.

DCAAC | January 31, 2013 at 12:26 PM

Took the liberty to actually call Tufts University-Center For Animals And Public Policy. According to the now Director DR Allen Rutberg it is NOT their policy or position to use the bad things that CAN happen to euthanise healthy surviving feral cats. In fact they do offer some veterinarian service for these cats in their area-which suggests they haven't written them off like the article implies. Listening to the so called experts on CNBC this morning brag about their wealth I came up with a statistic of my own. Even though I contest the number 30-40 million feral cats because they kill them by the truck load at shelters, I'll just go with that number-my actual cost to keep 35 cats alive with food and water is \$5.00 a day or 15 cents a cat. That means we feed 1/millionth of the homeless cats quoted here. We only need 999,999 people out of the 310 million population to part with \$5.00 a day and all of them are fed everyday. That is why I gag when someone says there isn't enough resources. The combined facebook following the many cat organizations boast is over 40 million-these people cannot find 15 cents a day to part with to actually help these cats? Not to scare you but that would be 1.8 billion a year retail-but that is only 1 cent for every facebook user or gallon of gas used each year or even less for every animal product used.

Now this will make you fall down-if you charged 25 cents for every stock trade made in a day just in the USA there would be no more starving people, cats or anything based on an average billion shares transferred a day. Do you watch the 30 cents a day feeds a starving child commercials-you don't think you can feed all the starving people, cats and dogs with 91 billion dollars a year? And that is really just a drop in a bucket of what we waste in a day!

Do you really believe there is not enough resources for this microscopic problem? US GDP is close to 15 trillion per year.

Be one of the feeders with your change and make a change-no more starving cats? Please!

DCAAC | January 27, 2013 at 12:12 PM

It appears that even PETA may be one of those organizations that help animals when the publicity is there-they did not post my comment even though it is on track with all the majority of comments. I have 47 cats I care for everyday, 34 outside. People publish this kind of non-sense to clear their own consciences for the animals they kill. And people use these kind of rationalizations to not help the cats. Everything they said is half true-all these things do happen only NOT 95% of the time. I drove through 3 ft. deep flood water and sat with 8 cats stranded out in the open during Hurricane Sandy in 80+mph rain most of the night. They were stranded in this weather from Sun. at 10:00am to Mon. 4:00pm and none of them said "I'd rather be dead" and all of them are fine. A couple of big doses of anti-biotics in a ball of tuna will kill most infections. Revolution works longer than a month and it helps cats even when they have not been treated for years since birth. Birds and cars kill 1000X more birds than cats. Less than 20 cents of food, fresh water, some sort of box with a bed to get out of the weather, and a safe place from mean humans is all they need to survive. I have found the same thing as most of you-1. the so called cat experts make these ridiculous observations without ever spending time out in the wild with them and 2. the so called cat organizations are publicity chasers who help themselves. We actually go out and build habitats, provide food, water, meds, and spend time taming these cats. We are Dare Citizens Against Animal Cruelty in NC and we are willing to operate through PETA and relinquish to them pictures of our work and daily reports of how our cats are surviving so that you can benefit from "our" work. Tell PETA stop publishing this non-sense and put us on the web for the people who DO want to help cats!

Zoe | January 24, 2013 at 5:50 AM

I'm disgusted by the ignorance of this article. I volunteer for a TNR charity in Ibiza, Spain. We have TNR'd 11,000 cats since the year 2000. To suggest rehoming ferals or trapping them to put them to sleep is ridiculous. The cats we TNR are fed, cared for and treated at vets when needs be. They can live their lives in peace.

kittylover | January 22, 2013 at 5:00 PM

I am sure that the only solution is to get laws passed to protect the cats, trap them, have them fixed and treated with Revolution, and their shots, make the counties donate a piece of land, fence it in, build habitats (this has been proven to work), and hire people to be caretakers. Once this is done, people can openly trap lost/homeless cats and drop them off where they know they will be loved and cared for. The city/counties should then have to help donate food, water, and medical supplies, and pay for the caretakers to take

care of the cats. Eventually, since the cats are neutered, the problem will be under control. People who bring cats home and let them out unfixed are the problem and on their heads is the suffering of these poor abused animals.

kittylover | January 22, 2013 at 4:49 PM

Cats are sensitive, loving creatures who deserve a chance to have a loving home. They are resilient and strong – should they be punished because they are able to survive longer than a dog in the wild by sending them to a shelter and euthanizing them? How is it that all dogs find a home but a cat is a throw-away? If people were more responsible, this problem could be solved by setting up homeless shelters, spaying and neutering, and having a caretaker for each colony. All they require is food, water, shelter, and love. If you take them to the local shelter, they will euthanize them because, due to human negligence, the cats multiply too fast. Sabrina – you are a little angel because you see the truth. Most people are too self-centered to really try and help in a lot of cases. We feed a colony of 32 cats that my husband built shelters for and they are doing very well. We wish they could all have a home but our hands are tied. We cannot afford to take any more cats in and cannot really afford the money we spend to feed them but we cannot turn our backs on them. If we call for help, their answer is to trap them, poke a stick at them and call them “too wild to control” and euthanize them. When we try to get help, none of the “groups” will help. They won’t even send food. There is an organization, Friends of Felines, who do pay to have them neutered, which is fantastic and helps a lot. I could go on and on – basically I just want people to get to know at least one cat and you will see the love and intelligence that they have to offer. You will not be sorry that you did. Our indoor cats give us great joy and I laugh all the time because they are so adorable and cute. They give me companionship and follow me around because I am important to them. They appreciate me.

Cat Lover | January 6, 2013 at 10:45 PM

Beth – Your post really saddens me. Any declawed cat will not survive in the wild. They need their claws in order to hunt and survive. I’m against declawing as I think it’s cruel, but even worse now for a feral cat to be maimed and have no way to hunt. Very wrong.

JulesK | January 5, 2013 at 12:19 AM

I definitely don’t agree with PETA’s stance on everything, but when it comes to taking a strong, logical stance against the misguided No Kill movement and the closely related (and equally misguided) perpetuation of street colonies, they really shine – and unfortunately, they seem to be the only voice against both of these terrible developments, which are contributing to real regression of animal welfare in first world countries where we should have this under control. Cats shouldn’t be left on the street to suffer, for one – even if it “feels” better. They’re also awfully hard on wildlife, no matter what advocates say.

Beth Laurer | December 28, 2012 at 11:52 PM

Before you put a feral cat to sleep, **MAKE SURE TO CHECK THE ANIMAL SHELTER** to see if anyone is missing their cat. Describe cat and ask them to check their lost call sheet to make sure cat doesn’t belong to anyone !!!!! I trapped a feral cat, had it neutered, vaccinated, and declawed because I intended to keep him. On a beautiful Nov 10, 2012 he went outside with me. I was talking to a neighbor and he disappeared. That was 7 weeks ago. I have put out fliers, called my vet (although with all the hundreds of cats, he may not even realize if you bring him in that he is my cat, not to mention there are more than one vet.) I check the animal shelter 2 times a week, but with different staff there, one may not communicate with other staff. PLEASE don’t just put a feral cat to sleep without checking the shelter several times. That is where I go twice a week to see if anyone has turned in my beloved cat. I will NEVER let him outside again if I am lucky enough to ever get him back.

Jan | December 14, 2012 at 2:34 PM

My neighbors have been feeding feral cats for years. I have been forced into trapping and taking them to animal control. They are spraying my house, around doors windows, my yard furniture and the childrens play things in the back yard, playhouse, swings, slides, etc. My indoor cats (2) one male, one female, are fixed and shots are up to date. The male cat began spraying indoors around the doors, windows and sliding doors. He is now on medication, which is expensive and my shorten his life from side affects. I spoke to the neighbors, they don’t care. They think its cute to see all the kittens every year. If I had not starting trapping and removing them the population would be in the hundreds they way they are breeding. My grandchildren aren’t very safe outdoors. The cats fight and often come to my yard to heal. My two year old grand daughter tried to pick up a badly injured cat to help it. You can imagine what would have happened to her if I hadn’t stopped her in time. Now they have closed the Animal Control Department in our county. I have no choice now but to watch the population grow to ???? and just stay indoors. Not to mention what they are doing to the bird population.

Tish W | December 9, 2012 at 11:40 PM

@Sabrina, I agree with your point on some of these organizations. I have a feral momma who has given birth to over 24 kittens and every time I contacted them I was the same story and no help. I have kept 4 of the kittens all who have/had Fiv/Felv, they were fixed but two (Fred and Ed) got sick afterwards with Fip. As it turns out this momma cat had 2 more litters. Finally when she had her litter in July she moved them into my garage and once I realized she got them all in I shut the door down. Eventually I was able to get her and the babies into a spare room inside(it was an effort). With all babies adopted out 8 weeks later my next goal was getting her into a trap and have her spayed. It was a glorious day when this happened and over 4 years trying. Momma cat is now sitting on my bed at my feet as I write this. I accept that she may never sit on my lap or let me pick her up....who knows what the future holds. I know she is safe in my home and she seems happy to push her head into me to a for good petting. She lets me know when it’s enough by thumping me with her paws no nails extended. I have vetted all these cats and fixed them at my expense, no discounts or freebies from any of the organizations out there. Although I do understand they are strained but so am I as a person unemployed right now and I have had to foot the bills for someone else’s failure to care for or fix a pet.

john norton | October 30, 2012 at 9:18 AM

anyone who believes that TNR(trap neuter release) is a humane solution please check the web site TNRREALITYCHECK.COM

Andrea S. | June 25, 2012 at 7:45 PM

For those of you needing HELP – try ALLEYCAT.ORG. They are a GREAT resource and can help even when you can't find any or think there isn't any. I worked for an animal shelter for 3 years and specifically to SABRINA & CLAIRE, they help where and when they can. For me, it was the least amount of money I ever made and also the HARDEST, most physical job I've ever had, but no employee is there for the \$, we do it because we love animals so much. For the most part, shelters are so inundated with animals and calls, there's never enough money, never enough help (even with volunteers), and never enough time. They do the BEST they can with what they have. I live near Chicago and I've seen a few shelters and it's the same at each one I've visited. Help is out there — don't give up!

MaryAnn CC | June 22, 2012 at 6:17 PM

Last week I found a cute kitten. I took it in and went to banfieldhospital in pet smart and bought the wellness so that she will get spayed when she is old enough. She weighed 1 ounce, and is 4 weeks old. she is so cute. I was also feeding many feral cats for the past 2 years. They hang around myhouse I live in a community and the neighbors are complaining that they hang around.

It has been really hot this so I decided to trap the cat and bring her to a shelter, I feel really bad because I know that she will probably be euthanized. After I read the information on your website, I feel more comfortable. I also think that this is the most humane way to help them. But I will still feel bad because I will see her face all the time in my head, I have 3 cats 2 adopted, 1 dog, and 2 guinea pigs. I wish I can have a place for them and I would take care of all the stray animals.

Sabrina | April 15, 2012 at 9:15 AM

I have to say that I agree wholeheartedly with Claire. I live in an apartment where my front door opens into the yard. There are so many feral cats back there...I rescued one last year and he's been with me ever since. He had an abscess and a fever so high if I didn't take him to the vet he'd have died. Now, I found a Main Coon/Tabby mix back there and she started losing hair in chunks. I trapped her and brought her to the vet yesterday. However, before I took these cats into my home I started feeding them because I lived so close to them. I was faced with them every day out there alone, hungry, dirty and lonely. The two that I took inside put a great deal of trust in me. They are still scared and I'm having a lot of trouble socializing them. My existing cat already swiped at the sweet new one for no reason...but my point is, that while I was feeding these cats – I had to contend with angry neighbors scaring them away, throwing water on them to keep them out of her yard and the surrounding area. I've fought with people to try to make them understand that these animals need help. It's not only the people who are hard headed though. The agencies that are supposed to be there to help people like me are just fronts. They don't really care about the animals...they are only in it for whatever money they can get! The vets, the shelters, the non profit agencies...they don't do a damned thing to help! I took in these cats and paid out of my own pocket to get them medical attention and give them a home. I even had to buy the damned trap that I used yesterday! I'm so sick of seeing these places claim that they do everything to help animal situations and then when you call you get "sorry, there's nothing we can do" or "sorry, my hands are tied". It's ridiculous and it should be criminal!!

Joss28 | March 29, 2012 at 10:57 PM

Feral Cats should be spayed and neutered. Talk to your neighbors and tell them you will be the colony leader of the cats.

Lisa Gowing | March 22, 2012 at 12:29 PM

I have been feeding stray cats at an vacant apartment building for 2 1/2 years. Recently, I found out that they are going to demolish the building. I have taken home 3 of the cats but the other ones will not trust me. I do not know what to do. I cannot catch them. Does anyone know of a lost-cost solution? The cats are located in Toledo Ohio.

Donna | January 5, 2012 at 11:43 AM

Target Department Store of Lynchburg, VA has sponsored having all feral cats spayed and neutered. The problem is we have to let them loose back into their own environment where they are still homeless. The good thing is they are not multiplying.

Claire | September 10, 2011 at 4:07 AM

I had to end a feral cat colony in my neighborhood because I got caught between a rock and a hard place. A lady down the street from me that worked blue collar for the airport brought home a few ferals and did nothing but turn them loose. Well, two became four, four became eight, eight became sixteen. The latest mama cat abandoned her litter. I started feeding two kittens. To make a long story short, somehow ALL of them started showing up at MY door to feed. My neighbors on both sides did non-stop complaining. There was no way to feed the two I started to feed without feeding the entire colony. All but one wound up at Animal Control because I contacted hundreds of "rescue" organizations and no one would help. My advice: As "hard-nosed" as it is, DO NOT FEED A FERAL UNLESS YOU WANT TO BE FACED WITH EITHER CARING FOR IT OR HAVING IT EUTHANIZED. I FOUND ALL "RESCUE" ORGANIZATIONS TO BE NOTHING MORE THAN BOGUS TAX SHELTERS AND AN ITEM FOR PEOPLE TO PUT ON THEIR RESUMES. THIS HAS BEEN LIFE-ALTERING FOR ME. I WILL NEVER, EVER, EVER FORGET THE CATS I TOOK TO THEIR DEATH, WHICH STARTED WITH ALL GOOD INTENTIONS FROM ME. NEVER.

Jim Maschek | May 10, 2011 at 11:22 AM

My Feral Cats that I take care of receive the best of care through a mobile Vet, that I personally pay for. This Mobile Vet is at the colony's at least once a month. I have people scheduled every day to be at the colony's to make sure every thing is ok. Like an adoption thing. Now there is a natural wildlife issue, that I can not control. However, I do not want these cats trapped, & taking to any shelters, because it is a certain death sentence. Thank-You for reading this, Jim Maschek



(<https://www.peta.org>)

People for the Ethical Treatment of Animals

501 Front St., Norfolk, VA 23510 | 757-622-PETA (7382) | 757-622-0457 (fax)

PETA is a nonprofit, tax-exempt 501(c)(3) corporation (tax ID number 52-1218336).

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 9.

ITEM: Consideration and Approval of an ordinance on **first** reading amending Section 18-22 of the Town Code to require property owners to underground the service lines. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Proposed Ordinance	Ordinance - Underground service line.pdf
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 18-22 ENTITLED NEW CONSTRUCTION AND REHABILITATED STRUCTURES, TO REQUIRE PROPERTY OWNERS TO UNDERGROUND THE SERVICE LINE OR LATERAL FROM THE BUILDING TO THE UTILITY POLES OR UNDERGROUND FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Zoning and Planning Code for the community in June 1957; and

WHEREAS, the Town Council periodically studies various land development and uses trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, the Town Council is charged with the protection of the health, safety and welfare of the Town's residents; and

WHEREAS, the Town Code of Ordinances requires new construction and rehabilitated structures to underground its utilities, including electrical wire, as part of any site plan approval and building permit; and

WHEREAS, the Town Council wishes to clarify that part of this requirement includes undergrounding service lines or laterals from the building to the utility provider's facilities.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That Chapter 18, Article II Entitled Underground Utilities is hereby amended to amend Section 18-22 entitled New construction and rehabilitated structures, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 2: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, Florida, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____ 2017.

PASSED AND ADOPTED on Second Reading this ____ day of _____ 2018.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

TOWN ATTORNEY

EXHIBIT A

Amendments to the Town of Bay Harbor Islands, Florida Code of Ordinances

CHAPTER 18

STREETS AND SIDEWALKS

ARTICLE II. UNDERGROUND UTILITIES

Sec. 18-21. Town policy.

It is the general policy of the Town of Bay Harbor Islands to require the underground installation of utilities to the greatest extent feasible, in order to assure public safety, foster tree preservation, and improve and protect the aesthetic character of the town. For purposes of this section, "utility" shall mean electric power, telecommunications and cable television service.

Sec. 18-22. New construction and rehabilitated structures.

(a) All new construction including but not limited to single-family residences, multiple dwelling units and commercial properties shall be required to install underground utility service facilities, including the service line or lateral from the building to the poles or underground facilities.

(b) When a structure undergoes rehabilitation wherein the cost of the rehabilitation is 50 percent or more of the assessed value of the existing structure as determined by the Dade County Property Appraiser's Office, utility service facilities for that structure shall be converted from overhead to underground, including the service line or lateral from the building to the poles or underground facilities.

(c) In the event that a utility provider is unwilling or unable to underground its utility service facilities due to reliability/service issues or otherwise, the property owner shall be required to install all infrastructure necessary for the property to connect to the undergrounding of the utility service facilities when the utility provider agrees to underground its utility service facilities, in accordance with all applicable ordinances, codes, statutes and utility company specifications. For electric service facilities, such infrastructure shall include, but shall not be limited to, installing electric service entrance facilities to accommodate an underground service lateral. The property owner shall be responsible for all costs associated with the installation of utility service facilities to accommodate underground utility service.

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an ordinance on **first** reading amending Chapter 16 of the Town Code to permit payroll deductions for the payment of purchases of credited service for past military and/ or police service. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

This change was negotiated in the last PBA contract.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Proposed Ordinance	PD Retirement Update Ordinance.pdf
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, TO PERMIT PAYROLL DEDUCTIONS FOR THE PAYMENT OF PURCHASES OF CREDITED SERVICE FOR PAST MILITARY AND/OR POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands and [INSERT NAME OF UNION] have agreed to allow Police Officer members of the Town of Bay Harbor Islands Employees Retirement System to pay for the purchase of credited service for past military and/or police service by payroll deductions over a period not to exceed fifteen (15) years; and

WHEREAS, the Town Council has received and reviewed an actuarial impact statement related to these changes,

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1. That Section 16-24.1(b), Credit for uniformed service, and for prior military and/or police service, of Chapter 16, Town of Bay Harbor Islands Employees Retirement System, is hereby amended by adding a new Subsection (k) as follows:

Sec. 16-24.1. - Credit for uniformed service, and for prior military and/or police service.

- (b) *Purchase of prior military and/or police service:* A police officer member may purchase credited service for military service occurring prior to the member's first or initial employment with the Town, as well as for service as a police officer for a different employer occurring prior to the member's first or initial employment with the town, as long as the member is not entitled

to receive a benefit for such other prior service as a police officer. The maximum number of years of credited service that may be purchased pursuant to this subsection (b) for prior military and prior police service combined shall be four years. The member shall pay the full actuarial cost of the service purchase as calculated by the fund's actuary and based upon the member's salary at the time that the service credit is requested, plus any and all professional fees related to the purchase. Payment by the member of the required amount shall be made in whole or in part by lump-sum within six months of the request for credit, and any balance by payroll deduction as provided below, but not later than the member's retirement date, upon receipt of which service credit shall be given. Multiple requests to purchase service pursuant to this sub-section may be made at any time prior to retirement.

If the member elects to pay any part of the cost by payroll deduction, payment may be spread over a period not to exceed fifteen (15) years. The member must execute an irrevocable, binding payroll deduction authorization form for equal biweekly payroll deductions, the sum total of which shall be sufficient to amortize the full cost of the credited service with interest at 6% per annum. The member shall not be entitled to any option to receive directly any part of the amount subject to the payroll deduction authorization. While employed by the Town, the member shall not be able to make payment directly to the Retirement System for any part of the cost to be paid by payroll deduction. Contributions made by payroll deductions shall be picked-up by the Town. The effective date of the pick-up shall be the later of the adoption of this Ordinance or the execution of the payroll deduction authorization form. Member contributions made pursuant to a binding irrevocable payroll deduction shall be designated and considered as employee contributions even though they are being paid by the Town. The contributions are hereby designated as being picked-up by the Town and paid from the same source as the payment of salary and wages to the members. If the cost of the credited service being purchased is not paid in full prior to the termination of the member's employment, then the balance due to the Retirement System shall be picked-up by the Town from any payment due to the member by the Town, and the irrevocable payroll deduction authorization shall so provide. Should any balance still remain, the Retirement System shall reduce the amount of service purchased to conform with the amount of contributions paid.

Section 2. That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or applications of this Ordinance.

Section 3. That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of this Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4. That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. That this Ordinance shall be in full force and take effect immediately applying retroactively upon its passage and adoption.

PASSED on First Reading this _____ day of _____, 2017.

PASSED and ADOPTED on Second Reading on this _____ day of _____, 2017.

JORDAN W. LEONARD
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
TOWN ATTORNEY

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 11.

ITEM: Consideration and Approval of award contract BHI-186 for pressure cleaning and sanding of brick pavers in the amount of \$42,500.00 in favor of Cartman Commercial Services. Enclosed find a copy of the bid results.

DESCRIPTION:

The scope of services for the contract includes; monthly steam pressure cleaning of Kane Concourse, East Bay Harbor Drive, West Bay Harbor Drive, and Bay Harbor Terrace brick-paver sidewalks, and once per year sanding of the same area to fill in joints between bricks. Sanding keeps the bricks in place and prevents grass and weeds from forming. In addition, the contractor shall also steam pressure clean four times per year the brick-paver sidewalk along the interior perimeter of the 92nd Street Park and the circular brick seating area on the southwest corner of East Bay Harbor Drive and 92nd Street, the brick pavers extending into the dog park area, and those covering the sidewalk and parking lot entrance on the west side of the park. Cartman Commercial Services and Inclan Painting & Waterproofing were the only two contractors responding to the Bid Advertisement.

Both contractors attended the Mandatory Pre-Bid Meeting, held on September 26, 2017; however, only Cartman Commercial Services submitted a bid for services at \$44,047.00. Cartman held the previous contract for these services. After reviewing payments for the pressure cleaning of Kane Concourse and other miscellaneous cleaning services they had provided over the past 12 months, including the 92nd Street Park, totaled \$42,500.00. A verbal negotiation followed the bid opening and it was agreed that the final cost to the Town would be the lower amount. Please find attached all bid-related documents and meeting attendance sheets denoting dates, times, and those in attendance.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director

ATTACHMENTS

1.	BID DOCUMENTS BHI-186	AGENDA DOCUMENTATION 20OCT2017.pdf
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Tuesday September 26, 2017 @ 11:00 a.m.

Pre-Bid Meeting

BHI-186

PRESSURE WASHING AND SANDING OF BRICK PAVER

SIGN IN SHEET:

(Please print)

Company Rep.

Company Name

Address and Phone Number

CHAZ BETHEL

CANTMAN COMM
SERVICES, INC.

305-389-5794

Tel: _____ Fax: 786-355-4157

INCLAN PRINTING & W/P

786-2937428
Tel: _____ Fax: _____ 7430

Tel: _____ Fax: _____

Tel: _____ Fax: _____

Tel: _____ Fax: _____

Tel: _____ Fax: _____

Agenda for Pre-bid Conference

BHI-186 Pressure Washing & Sanding of Brick Pavers

Time: 11:00 a.m. Date: 09/26/2017 Place: Conference Room Office

1. The objective of the project is to maintain the cleanliness and functionality of paver surfaces in Bay Harbor Islands.
2. The successful contractor shall be responsible for obtaining a permit from the Town's Building Department for which there shall be a 0.06% (of the contract cost) fee.
3. If the contractor requires water he shall apply to the Building Department for a water meter. There is a \$500.00 deposit associated with this meter; water usage shall be billed at the rate of \$4.19/1000 gallons.
4. The Contractor shall ensure that the work site is clean at the end of each working day. Also, the contractor shall be responsible for setting up and maintaining all traffic control devices as may be required.
5. The work is being conducted in residential districts.
 - Noise
 - Traffic Control
 - Warning signs for pedestrians
 - Access to homes
6. The bids for the project are due on October 4, 2017, at 2:00 PM EST.
7. Site visit to follow pre-bid meeting.
8. Other Matters



[Handwritten signature]

CONTRACT DOCUMENT

FOR

PROJECT NO. BHI-186

**PRESSURE CLEANING AND SANDING OF BRICK
PAVERS**



SEPTEMBER 2017

TOWN OF BAY HARBOR ISLANDS

**TOWN OF BAY HARBOR ISLANDS, FLORIDA ADVERTISEMENT FOR BIDS
BHI-186 PRESSURE CLEANING AND SANDING OF BRICK PAVERS**

The Town of Bay Harbor Islands is seeking a qualified contractor to provide steam pressure cleaning and sanding service of its brick paved sidewalks, walkways, and seating areas. Sealed bids will be received at the Office of the Town Clerk, Bay Harbor Islands until 2:00 P.M. (EST) on Thursday, September 21, 2017. The nature and scope of this project are as follows:

Steam pressure clean, using a 3500 psi rated machine or higher, one time per month, all brick paved sidewalk areas, and sweep sand into pavers once per year within the Town's Business District located on and around Kane Concourse.

Steam pressure clean, using a 3500 psi rated machine or higher, one time per quarter, all brick paved sidewalks and the circular seating area and sweep sand into pavers once per year in and around the 92nd Street Park.

Work must take place between the hours of 12:00 AM and 6:00 AM during the last week of each month. The selected contractor must secure an annual no-fee permit from the Town for the work being performed and a monthly After Hours Work Authorization form signed by the Town Manager to work between the hours of midnight and 6:00 AM for the actual work performed. The Town shall provide water for this service; however, the quantity of water used must be monitored and recorded every month using a Town-issued hydrant meter.

A **Mandatory Pre-Bid Meeting** will be held on September 12, 2017, at 11:00 AM at the Bay Harbor Islands Town Hall, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154.

The Invitation for Bids will be received and opened at:

Office of the Town Clerk
Bay Harbor Islands Town Hall
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Submittals must be received at the above address no later than 2:00 P.M. (EST) on September 21, 2017, and clearly marked on the outside of the envelope **"BID #BHI-186: PRESSURE CLEANING AND SANDING OF BRICK PAVERS."** Late Submittals will not be accepted and shall be returned unopened.

Contract Bid Documents are open to public inspection during office hours at the office of the Assistant Public Works Director, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, and may be obtained at the above location free of charge. Information is available by emailing the Assistant Public Works Director, Douglas Armstrong at darmstrong@bayharborislands-fl.gov.

The Town of Bay Harbor Islands reserves the right to request clarification of information submitted and to request additional information. The Town also reserves the right to reject any and all proposals with or without cause and to waive any or all irregularities with regards to the specifications.

Town of Bay Harbor Islands, Florida
Marlene Siegel, Town Clerk

BHI-186 PRESSURE CLEANING AND SANDING OF BRICK PAVERS

INSTRUCTION TO BIDDERS

1. BIDDING DOCUMENTS

The Bidding Documents shall comprise of the following:

- 1.1 Advertisement to Bid
- 1.2 Instruction to Bidders
- 1.3 Bid Form
- 1.4 Location Maps
- 1.5 Letter of Agreement

2. QUALIFICATIONS OF BIDDERS

Bidders must have been in business for a minimum of five years, and show proof of licensure or certification to conduct business in the State of Florida.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 3.2 The Town will provide each Bidder access to the site to conduct such investigations necessary for submission of his Bid.
- 3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions of performance of the Work.



4. INTERPRETATIONS

All questions about the meaning or intent of the Bid Documents shall be submitted, in writing, via email, to Douglas Armstrong, Assistant Public Works Director at darmstrong@bayharborislands-fl.gov. All email requests for information will be responded to by 5:00 P.M. on September 20, 2017. The Town will NOT entertain any more questions after this date and time.

5. BID SECURITY

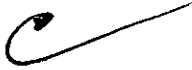
- 5.1 Bid Security shall be made payable to Town in an amount of five percent (5%) of the Bidder's maximum Bid price in the form of a Certified or Cashier's check OR a Bid Bond issued by a Surety company.
- 5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the notice to award, Town may annul the Notice of Intent to Award and the Bid Security of that Bidder be forfeited. The Bid Security of any Bidder whom Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of the seventh day after the "Letter of Agreement" is signed by the Town and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within fourteen (14) days of the Bid opening.

6. CONTRACT TIME

See section 9.2 WORK DAYS/TIMES

7. BID FORM

- 7.1 The Bid Form is attached hereto; additional copies may be obtained from Town.
- 7.2 Bid Forms must be legible, completed in ink or by typewriter or computer. The Bid price of each item on the form must be stated in numerals.
- 7.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

- 
- 7.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
 - 7.5 All names must be typed or printed below the signature.
 - 7.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
 - 7.7 The address to which communications regarding the Bid are to be directed must be shown.

8. INSURANCE

The successful contractor shall provide the following insurance coverages as a prerequisite for signing the Letter of Agreement. **The Town of Bay Harbor Islands shall be a named insured on the provided policy.**

- 8.1 Comprehensive General Liability:
 - (a) Coverage to include Premise/Operations, Broad Form Property Damage, Contractual Personal Injury, and XCU (where applicable).
- 8.2 Limits:
 - (a) General Aggregate \$1,000,000
 - (b) Each Occurrence \$1,000,000
 - (c) Personal Injury \$1,000,000
- 8.3 Coverage is to be written on an "occurrence" basis.
- 8.4 Owners and Contractors Protection
 - (a) Bodily Injury:
 - Annual Aggregate \$2,000,000
 - Each Occurrence \$1,000,000
 - (b) Property Damage:
 - Annual Aggregate \$2,000,000

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or another delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Emailed bids will not be accepted.



9.1 BID FORM

Bidder shall provide an annual, lump-sum price for each of the following:

Steam pressure clean, using a 3500 psi rated machine or higher, one time per month, all brick paved sidewalk areas, and sweep sand into pavers once per year within the Town's Business District as shown on the attached "As Built" plans (SD-100, SD-101, SD-102, SD-103, & SD-104*).

Steam pressure clean, using a 3500 psi rated machine or higher, one time per quarter, all brick paved sidewalks and the circular seating area and sweep sand into pavers once per year in and around the 92nd Street Park as shown on the attached "As Built" plan (SP200*).

The selected contractor must secure an annual no-fee permit from the Town for the work being performed and a monthly After Hours Work Authorization form signed by the Town Manager to work between the hours of midnight and 6:00 AM for the actual work performed.

The selected contractor shall take all precautions to ensure that water from pressure cleaning does not infiltrate under the doors of businesses on and around Kane Concourse. All damages arising out of the pressure cleaning operation shall be the responsibility of the contractor.

The Town shall provide water for this service; however, the quantity of water used must be monitored and recorded every month using a Town-issued hydrant meter. A \$500.00 one-time deposit for the hydrant meter shall be paid to the Town by the selected contractor and refunded at the end of the contract period or cancellation of the contract by either party.

* In computing bid amounts, it is advised that each bidder visit the sites shown in the bid documents to take accurate measurements, using the As-Built plans provided as a guide. If measuring from the As-Built plans, please ensure that they are printed on 11"x17" paper to match the scale indicated.

9.2 WORK DAYS/TIMES

For the Business District, on and around Kane Concourse, work must take place between the hours of 12:00 AM and 6:00 AM during the last week of each month on a Monday and Tuesday. The contractor shall not deviate from these assigned days and working hours unless written permission is given by the Town to do so. Two days are allotted to complete the monthly work in the event that the work cannot be completed in one six-hour period. Sanding of the pavers shall occur one time per year, in March, during the hours of 12:00 AM and 6:00 AM and must be performed on a Monday, Tuesday, or Wednesday. Three days are allotted to complete this work in the event that the work cannot be completed in one or two six-hour periods.



Contractor shall arrange with the Town the specific day(s) and time(s) to commence sanding operations.

For 92nd Street Park, work shall take place during the last week of every third month beginning in October of 2017 and may take place during normal working hours which are 9:00 AM to 6:00 PM, Monday – Friday. Contractor shall arrange with the Town, every third month, a specific day and time to commence pressure cleaning operations. Sanding of the pavers shall occur one time per year, in March, and shall take place during normal working hours which are 9:00 AM to 6:00 PM, Monday – Friday. Sanding operations at 92nd Street Park and Kane Concourse may coincide with the same week in March but must be performed during the prescribed work hours for each task.

10. MODIFICATION AND WITHDRAWAL OF BIDS

10.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

10.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Town and promptly thereafter demonstrates to the reasonable satisfaction of Town that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

11. OPENING OF BIDS

Bids will be opened publicly.

11.1 Bids are opened publicly, read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

12. BIDS TO REMAIN OPEN

All Bids shall remain open for sixty (60) days after the day of the Bid opening, but the Town may, in its sole discretion, release any Bid and return the Bid Security prior to that date.



13. AWARD OF CONTRACT

- 13.1 Town reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.
- 13.2 In evaluating Bids, Town shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, alternates, additive/deductive amounts, and unit prices, if requested in the Bid forms. **THE TOWN AT ITS SOLE DISCRETION SHALL AWARD THIS CONTRACT BASED ON THE TOTAL BID AMOUNT.**
- 13.3 Town will consider the qualifications and experience of the Bidder, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for the pump. The identity of other persons and organizations, if required to determine the award of the contract, must be submitted to Town upon request.
- 13.4 Town will conduct such investigations as Town deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, to supply the pump in accordance with the Contract Documents to Town's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Town.
- 13.5 At the sole discretion of the Town, the Town reserves the right to reject the Bid of any Bidder.
- 13.6 If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Town indicates that the award will be in the best interest of the Town.
- 13.7 If the contract is to be awarded, Town will give the Successful Bidder notice no later than October 17, 2017.

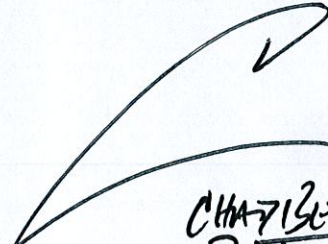


14. SIGNING OF LETTER OF AGREEMENT

When Town gives notice to the successful bidder that he is being considered for the contract award, he will be required to sign two (2) copies of the Letter of Agreement within three (3) business days.

BID FORM					
BHI-186 Pressure Cleaning and Sanding of Brick Pavers					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	EXT COST
1	Steam pressure clean, using a 3500 psi rated machine or higher, one time per month, all brick paved sidewalk areas within the Town's Business District as shown on the attached "As Built" plans (SD-100, SD-101, SD-102, SD-103, & SD-104*).	12	EA	2,673.00	32,076.00
2	Sweep sand into pavers once per year within the Town's Business District as shown on the attached "As Built" plans (SD-100, SD-101, SD-102, SD-103, & SD-104*).	1	EA	9,480.00	9,480.00
3	Steam pressure clean, using a 3500 psi rated machine or higher, one time per quarter, all brick paved sidewalks and the circular seating area in and around the 92nd Street Park as shown on the attached "As Built" plan (SP200*).	4	EA	530.00	2,120.00
4	Sweep sand into pavers once per year in and around the 92nd Street Park as shown on the attached "As Built" plan (SP200*).	1	EA	371.00	371.00
				TOTAL	\$44,047.00

CARTMAN Commercial Services, INC.
 11763 SW 92nd LANE
 MIAMI, FL. 33186
 Direct: 305-389-5794
 FAX: 786-359-4457
 Email: Chad@powersweeping.us


CHAD BETHEL
 President
 11763 SW 92nd LN
 MIAMI, FL. 33186
 STATE OF FLORIDA

Cartman
 COMMERCIAL SERVICES, INC.

Chad Bethel
 President
 Cell: 305.389.5794

11763 S.W. 92 Lane
 Miami, FL. 33186
 Tel: 305.389.5794
 Fax: 786.359.4457

ATTEST: 
Joseph Paul Strufface
 WITNESS

Date: October 17, 2017

Attn:

RE: Contract BHI-186 "Pressure Cleaning and Sanding of Brick Pavers" - Letter of Agreement

Dear:

Further to your proposal dated _____, this confirms our intent to award the above referenced contract to your firm, in the amount of _____ (\$_____).

The scope of work is as follows:

Steam pressure clean, using a 3500 psi rated machine or higher, one time per month, all brick paved sidewalk areas, and sweep sand into pavers once per year within the Town's Business District as shown on the attached "As Built" plans (SD-100, SD-101, SD-102, SD-103, & SD-104*).

Steam pressure clean, using a 3500 psi rated machine or higher, one time per quarter, all brick paved sidewalks and the circular seating area and sweep sand into pavers once per year in and around the 92nd Street Park as shown on the attached "As Built" plan (SP200*).

In addition to the above, your responsibilities shall include the following:

1. For the Business District, on and around Kane Concourse, work must take place between the hours of 12:00 AM and 6:00 AM during the last week of each month on a Monday and Tuesday. The contractor shall not deviate from these assigned days and working hours. Two days are allotted to complete the monthly work in the event that the work cannot be completed in one six-hour period. Sanding of the pavers shall occur one time per year, in March, during the hours of 12:00 AM and 6:00 AM and must be performed on a Monday, Tuesday, or Wednesday. Three days are allotted to complete this work in the event that the work cannot be completed in one or two six-hour periods. Contractor shall arrange with the Town the specific day(s) and time(s) to commence sanding operations.
2. For 92nd Street Park, work shall take place during the last week of every third month beginning in October of 2017 and may take place during normal working hours which are 9:00 AM to 6:00 PM, Monday – Friday. Contractor shall arrange with the Town, every third month, a specific day and time to commence pressure cleaning operations. Sanding of the pavers shall occur one time per year, in March, and shall take place during normal working hours which are 9:00 AM to 6:00 PM, Monday – Friday.

e

3. Sanding operations at 92nd Street Park and Kane Concourse may coincide with the same week in March but must be performed during the prescribed respective work hours for each.

Two (2) copies of this letter of Agreement are hereby forwarded for your execution.

Please indicate your acceptance of these Terms and Conditions in the space provided below and return both copies. Upon receipt, the Town will execute both and return one (1) copy for your files.

Sincerely,
TOWN OF BAY HARBOR ISLANDS

Ron Wasson
Town Manager

Marlene Marante
Town Clerk

Date: _____

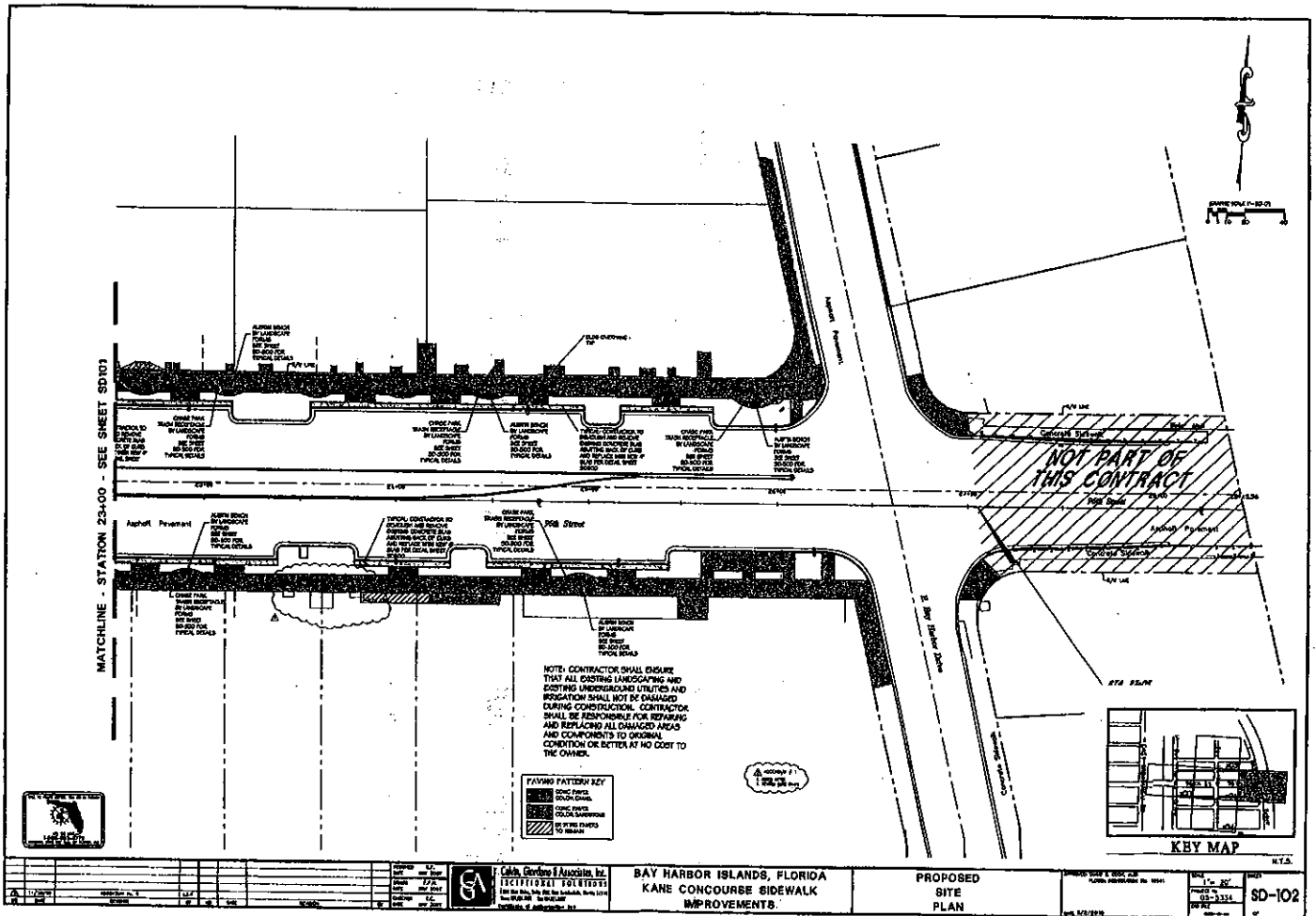
Date: _____

Contractor

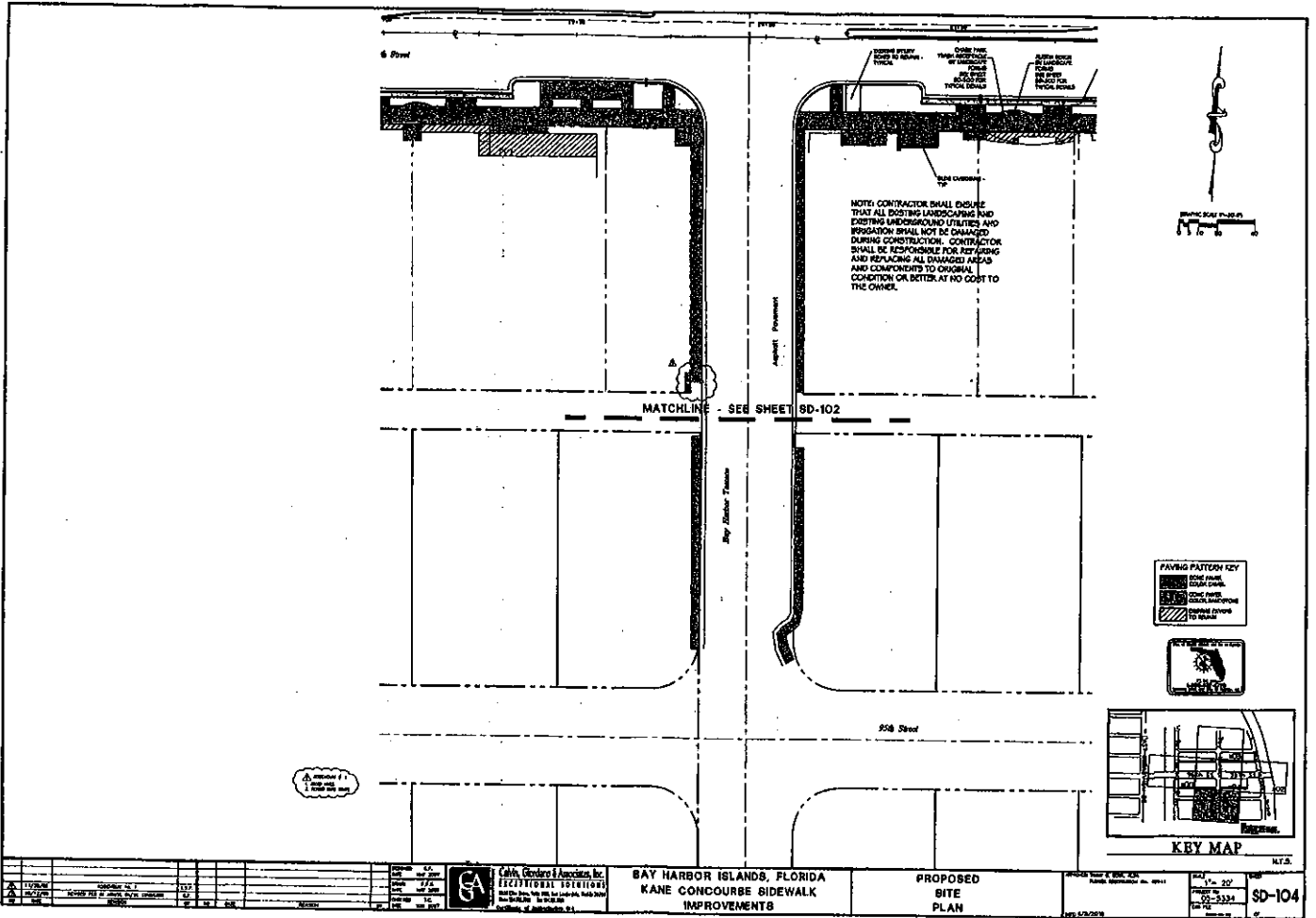
Witness

Date: _____

Date: _____



CHAS BOSTER



Handwritten signature and date:
 04/19/2012

ADDENDUM No. 1

CONTRACT NO. BHI – 186

PRESSURE CELANING AND SANDING OF BRICK PAVERS

TO CONTRACT DOCUMENTS

September 20, 2017

PROJECT TITLE: PRESSURE CELANING AND SANDING OF
BRICK PAVERS

This addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted. Please acknowledge receipt of this Addendum. Failure to do so may subject the bidder to disqualification.

Each plan holder must return the attached Addendum Acknowledgment form to the Owner upon receipt. The Acknowledgment Form must be emailed to darmstrong@bayharborislands-fl.gov.

ADVERTISEMENT FOR BIDS

- THE DATE FOR THE MANDATORY PRE-BID MEETING HAS BEEN CHANGED. THE NEW MEETING DATE IS TUESDAY, SEPTEMBER 26, 2017 AT 11:00 AM IN THE UPSTAIRS CONFERENCE ROOM OF THE BAY HARBOR ISLANDS TOWN HALL OFFICES LOCATED AT 9665 BAY HARBOR TERRACE, BAY HARBOR ISLANDS, FL 33154.
- THE DATE FOR THE BID OPENING HAS BEEN EXTENDED. SEALED BIDS WILL BE RECEIVED AT THE OFFICE OF THE TOWN CLERK, BAY HARBOR ISLANDS, LOCATED AT 9665 BAY HARBOR TERRACE, BAY HARBOR ISLANDS, FL UNTIL 2:00 P.M. (EST) ON WEDNESDAY, OCTOBER 4, 2017.



ADDENDUM No. 1

ACKNOWLEDGMENT

September 20, 2017

TOWN OF BAY HARBOR ISLANDS PRESSURE CELANING AND SANDING OF BRICK PAVERS

CONTRACT NO. BHI - 186

I CHAD GUTHOR have received the referenced
Print Name

ADDENDUM No 1 for

CARTMAN COMMERCIAL SERVICES, INC.
Contract Document Holder of Record

Signature: [Signature]

Date: 9-20-17

Please return to Douglas Armstrong, Town of Bay Harbor Islands, by email to darmstrong@bayharborislands-fl.gov. TELEPHONE 305.866.6241 ext. 111

Addendum No. 1
ACKNOWLEDGMENT

[Signature]

BID BOND

KNOW ALL INDIVIDUALS BY THESE PRESENTS, that we,
Cartman Commercial Services, Inc. (hereinafter called the Principal),
and International Fidelity Insurance Company (hereinafter called the Surety), a
Corporation chartered and existing under the laws of the State of NJ with
its principal offices in the City of Newark and authorized to do business
in the State of Florida, and the Town of Bay Harbor Islands, and having an Agent resident
therein, such Agent and Company acceptable to the Town of Bay Harbor Islands, are held
and firmly bound unto the Town of Bay Harbor Islands (hereinafter called Owner), in the
sum of
Five Percent of Amount Bid Dollars (\$ 5%), good and
lawful money of the United States of America, to be paid upon demand of the said Owner,
to which payment well and truly to be made we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has
submitted a proposal to the said Owner for furnishing all necessary labor,
materials, equipment, machinery, tools, apparatus, services, all State
Workmen's Compensation and Unemployment Compensation Taxes incurred
in the performance of the contract, and means of transportation for construction
of:

Pressure Cleaning and Sanding of Brick Pavers - Project No. BHI-186

CONTRACT NO. BHI-186

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in
lieu of a certified Bidder's check otherwise required to accompany this Proposal
in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the
Proposal be accepted, the Principal shall within ten (10) working days after
receipt of notification of the acceptance thereof, execute a contract in
accordance with the Proposal and upon the terms, conditions and price set

forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance, Payment and Warrantee Bonds payable to the Town of Bay Harbor Islands, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Cartman Commercial Services, Inc., as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said International Fidelity Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fa, and attested by its Secretary, under its corporate seal, this 4th day of October, A.D., 2017.

ATTEST:

Joseph Paul Strofance
[Signature]
(Title) (Witness)

Cartman Commercial Services, Inc.
BY: [Signature]
(Principal)
Chad Bethel President

ATTEST:

[Signature]
Michelle Ramirez

International Fidelity Insurance Company
BY: [Signature]
(Surety) Attorney-in-Fact
Charles J. Nielson

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BRETT ROSENHAUS, CHARLES J. NIELSON, CHARLES D. NIELSON, JOSEPH P. NIELSON

Miami Lakes, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

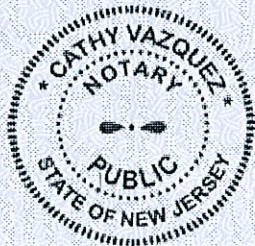


STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th

day of October, 2017.

MARIA BRANCO, Assistant Secretary



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CARTMAN COMMERCIAL SERVICES, INC., a Florida corporation, filed on April 4, 2007, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H07000083748. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P07000042310.

Authentication Code: 207A00023179-040507-P07000042310-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifth day of April, 2007



Kurt S. Browning
Secretary of State



April 5, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CARTMAN COMMERCIAL SERVICES, INC.
14075 SW 143RD CT
UNIT 6
MIAMI, FL 33186

The Articles of Incorporation for CARTMAN COMMERCIAL SERVICES, INC. were filed on April 4, 2007, and assigned document number P07000042310. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H07000083748.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Tammy Hampton
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 207A00023179

Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by FEI/EIN Number**

Florida Profit Corporation

CARTMAN COMMERCIAL SERVICES, INC.

Filing Information

Document Number P07000042310
FEI/EIN Number 20-8822489
Date Filed 04/04/2007
State FL
Status ACTIVE

Principal Address

11763 SW 92nd Lane
MIAMI, FL 33186

Changed: 03/27/2013

Mailing Address

11763 SW 92ND LANE
MIAMI, FL 33186

Changed: 02/19/2010

Registered Agent Name & Address

BETHEL, CHAD W
11763 SW 92ND LANE
MIAMI, FL 33186

Name Changed: 03/05/2011

Address Changed: 02/19/2010

Officer/Director Detail**Name & Address**

Title D

BETHEL, CHAD W
11763 SW 92ND LANE
MIAMI, FL 33186

Annual Reports

Report Year	Filed Date
2015	01/30/2015

2016 01/28/2016

2017 01/17/2017

Document Images

01/17/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
01/30/2015 -- ANNUAL REPORT	View image in PDF format
02/19/2014 -- ANNUAL REPORT	View image in PDF format
03/27/2013 -- ANNUAL REPORT	View image in PDF format
02/09/2012 -- ANNUAL REPORT	View image in PDF format
03/05/2011 -- ANNUAL REPORT	View image in PDF format
02/19/2010 -- ANNUAL REPORT	View image in PDF format
04/02/2009 -- ANNUAL REPORT	View image in PDF format
02/11/2008 -- ANNUAL REPORT	View image in PDF format
04/04/2007 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



6606157

BUSINESS NAME/LOCATION
CARTMAN COMMERCIAL SERVICES INC
OPERATING IN DADE COUNTY
MIAMI FL 33999

RECEIPT NO.
RENEWAL
6876818

EXPIRES
SEPTEMBER 30, 2018

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
CARTMAN COMMERCIAL SERVICES INC

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

Employee(s) 2

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 07/11/2017
CHECK21-17-055745

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles. Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2017

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

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

PRODUCER
W.F. Roemer Insurance Agency, Inc.
3775 NW 124 Avenue
Coral Springs FL 33065

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 954-731-5566 **FAX (A/C, No):** 954-731-8438
E-MAIL ADDRESS: certificates@roemer-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Builders Insurance Co	11240
INSURER B : Progressive Insurance Company	24252
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CARTM-1
Cartman Commercial Services, Inc.
11763 SW 92nd Lane
Miami FL 33186

COVERAGES**CERTIFICATE NUMBER:** 1300344063**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER			GLP021324001	3/1/2017	3/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			02092915-4	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		WCV016880203	4/6/2017	4/6/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Town of Bay Harbor Island
Building / Permits
9665 Bay Harbor Terrace
Bay Harbor Island FL 33154

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

AUTHORIZED REPRESENTATIVE

Town of Bay Harbor Islands MEETING

Wednesday October 4th, 2017 @ 2:00PM

BHI-186 – PRESSURE CLEANING AND SANDING OF BRICK PAVERS

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Marlene Siegel Town Clerk Town of Bay Harbor Islands	9665 Bay Harbor Terrace BHI, FL 33154	305-866-6241	msiegel@ bayharborislands-fl.gov.
Yusnielky Ruiz BHI, Admin Assist	9665 BHI "	3-866-6241	yPalacio@ bayharborislands- FL.gov.

BID CLOSING

Wednesday, October 4th, 2017 @ 2:00 PM

Town of Bay Harbor Islands

BHI-186-PRESSURE CLEANING AND SANDING OF BRICK PAVERS

1.		Bid Bond	Bid Amount \$
Company Name Contractor Name Address/ Phone #	Cartman Commercial Services	✓	\$44,047.00
	11763 SW 92 Lane		
	Miami, FL 33186		
	305-389-5794		
2.			
Company Name Contractor Name Address/ Phone #			
3.			
Company Name Contractor Name Address/ Phone #			
4.			
Company Name Contractor Name Address/ Phone #			

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 12.

ITEM: Consideration and Approval of award contract BHI-187 for Custodial Services for Public Buildings in the amount of \$65,806.00 in favor of Professional Building Services. Enclosed is a copy of the bid analysis report.

DESCRIPTION:

On October 23, 2017 the Town received 3 sealed bids for janitorial services for public buildings. Of the 3 bidders, Professional Building Services provided the lowest estimate at \$65,806 which includes an additional \$10,150, from the bid amount for contingency services.

Staff recommends award of contract BHI-187 Custodial Services to Professional Building Services in the amount of \$65,806.

Attach is the bids analysis for all the services.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Staff recommends approval of this expenditure in the amount of \$55,656.00 in favor of Professional Building Services for specified janitorial services and an additional contingency allowance of \$10,150.00 for additional hourly or emergency services.

The total expenditure amount of \$65,806.00. This is a budgeted expense.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director

ATTACHMENTS

1.	BHI187 BID ANALYSIS	BID ANALYSIS FOR AGENDA ITEM 26OCT2017.pdf
----	---------------------	--

BID TABULATION AND ANALYSIS: BHI-187 CUSTODIAL SERVICES FOR PUBLIC BUILDINGS

BHI-187 Custodial Services for Public Buildings was advertised on September 27, 2017, in the Miami Daily Business Review citing the scope of services as follows;

Furnish all labor, materials, accessories, equipment, tools, transportation, services, technical competence, and supervision necessary to provide custodial services at the following facilities;

TownHall/Annex; Administrative offices, 2nd-floor building department, staff kitchen/breakroom, Council Chambers, restrooms, female police officer's restroom/locker room, 1st and 2nd-floor outdoor elevator lobbies and stairway, elevator cab interiors and outside elevator cladding on each level. Annex: inclusive of; public works administrative offices, human resources office, accounting office, finance director's office, IT offices, field staff kitchen/break room, locker room, restroom, showers and shower area).

Police Department; Secured Police Chief's offices and Detective's Room, jail cells, telecommunications center, ready room, kitchen/break room, locker areas, restrooms, etc.

Community Center/Parking Garage/Scott Winters Park Restrooms; All administrative offices, recreational and meeting room spaces, library, restrooms, staff kitchen/break room, parking garage elevator cab interiors/doors and exterior elevator cladding on each level, and cleaning of associated stairwells, and 98th Street Park restrooms.

A Mandatory Pre-Bid Meeting was held on October 17, 2017, as a prerequisite to qualify those submitting a bid for this contract. Representatives from four companies attended; Sun City, Inc., National Cleaning Contractors, ABP Maintenance Corp, and Professional Building Services. The bid opening was held on October 23, 2017. Three of the four Pre-Bid Meeting attendees; Sun City, Inc., National Cleaning Contractors, and Professional Building Services submitted bids to the Town Clerk where they were opened in a public setting. National Cleaning Contractors was the only company present at the bid opening.

Analysis of bids, shown in the table on the next page, details the breakdown of bids submitted for this contract. Three items were bid on; Town Hall/Annex, Police Department, and Community Center/Parking Garage/Scott Winters Park Restrooms, on a monthly cost basis. National Cleaning Contractors presented a total net monthly cost for all three areas at \$6,180.33. Sun City, Inc. priced the three areas totaling \$4,175 per month, and Professional Building Services totaled for the three facilities at \$4,638.00 monthly. Monthly costs annualized placed National Cleaning Contractors at \$74,163.96, Sun City, Inc at \$50,100.00, and Professional Building Services at \$55,000.00. Bidders were also asked to provide hourly rates for additional or emergency cleaning services. When these hourly rates for additional services were factored into the analysis at 350 hours per year then added to the Annualized Base Cost, the total potential cost to the Town over a one year period, shown in red, adjusted final annual costs to; \$85,944.96 for National Cleaning Contractors, \$66,025.00 for Sun City, Inc., and \$65,806.00 for Professional Building Services.

BID FORM					
BHI-187 Custodial Services for Public Buildings			PRICING PER MONTH		
ITEM	DESCRIPTION	QTY	NATIONAL	SUN CITY	PROF BLDG SVCS
1	Town Hall/ Annex: Administrative offices, 2 nd -floor building department, staff kitchen/breakroom, Council Chambers, restrooms, female police officer's restroom/locker room, 1 st and 2 nd -floor outdoor elevator lobbies and stairway, elevator cab interiors and outside elevator cladding on each level; Annex (inclusive of; public works administrative offices, human resources office, accounting office, finance director's office, IT offices, field staff kitchen/break room, locker room, restroom, showers and shower area.	LS	\$1,390.35	\$1,450.00	\$1,429.00
2	Police Department: Administrative offices, jail cells, telecom center, ready room, kitchen/break room, locker areas, and restrooms.	LS	\$991.90	\$1,025.00	\$759.00
3	Community Center/Parking Garage/Scott Winters Park Restrooms: All administrative offices, recreational and meeting room spaces, library, restrooms, staff kitchen/break room, parking garage elevator cab interiors/doors and exterior elevator cladding on each level, and cleaning of associated stairwells, and 98th Street Park restrooms.	LS	\$3,798.18	\$1,700.00	\$2,450.00
TOTAL COST/MONTH			\$6,180.33	\$4,175.00	\$4,638.00
ANNUALIZED BASE COST			\$74,163.96	\$50,100.00	\$55,656.00
ADDITIONAL CONTINGENT SERVICES					
SUPERVISOR/HR			\$21.05	\$25.50	\$15.50
WORKER/HR			\$12.61	\$20.00	\$13.50
AT 350 HOURS/YEAR			\$11,781.00	\$15,925.00	\$10,150.00
ANNUALIZED BASE COST + ADDITIONAL CONTINGENT SERVICES			\$85,944.96	\$66,025.00	\$65,806.00
DOCUMENTATION					
BID SECURITY?			NO	NO	YES
REFERENCES?			YES	YES	YES
INSURANCE?			NO	YES	YES
ADDENDUM ACKNOWLEDGEMENT FORM?			YES	YES	YES

Of the three bidders, Professional Building Services provided the lowest potential annual cost to the Town at \$65,806.00. This company has been working for the Town for the past year on a month-to-month basis, cleaning the Community Center daily since its Grand-Opening in December of 2016. Complaints concerning the service of this company over the past year have been few, and, of those brought to the staff's attention, were immediately remedied. Professional Building Services has an established supervisory staff who inspect the work of their employees on a bi-weekly basis and provide reports and feedback to Town staff. In addition, Professional Building Services included all documentation required with the submission of their bid.

The second lowest bidder, Sun City, Inc., the current contract holder for cleaning the Town Hall/Annex and Police Department submitted a potential annual cost of \$66,025.00. Sun City is a one-man operation. Over the past two years with the Town, numerous complaints by staff concerning the thoroughness of cleaning, especially in the restrooms, and keeping inconsistent hours have made this company difficult to work with. Requests for improvement via email, and in face-to-face meetings, yielded little or no improvement in the overall quality of work performed. Although Sun City's bid is competitive, the overall quality of work is sub-par compared to Professional Building Services. In addition, Sun City, Inc. did not include the required 5% bid security with the submission of their bid, a reason for disqualification.

National Cleaning Contractors, the bidder presenting the highest potential cost to the Town at \$85,944.33 is an unknown entity. In addition, they did not include the required 5% bid security, nor proof of insurance with the submission of their bids. Both are reasons for bidder disqualification.

It is recommended, that Professional Building Services, as the lowest responsible bidder, and a positive past working history with the Town, be awarded this contract.

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 13.

ITEM: Consideration and Approval of a agreement between the Town of Bay Harbor Islands and the Village of Miami Shores for the use and access of the Aquatics Center. Enclosed is a copy of the agreement.

DESCRIPTION:

The joint agreement will allow for Town residents to access and use the Miami Shores Aquatic Center. Town residents will be charge the discounted village residents fees special classes, parking and any/or other uses.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The Town will pay an annual fee in the amount \$50,000 to Miami Shores Village.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Miami Shores Agreement	MIami Shore Agreement.pdf
2.	Programs Flyer	MS Aquatics Flyer.pdf

ACCESS AND USE AGREEMENT

THIS ACCESS AND USE AGREEMENT ("Agreement") is made and entered into by and between the Town of Bay Harbor Islands ("Town") and the Miami Shores Village ("Village") on this _____ day of _____, 2017.

WHEREAS, the Village owns and operates an aquatic center located at 10200 Biscayne Blvd. Miami Shores, FL 33138 ("Aquatic Center");

WHEREAS, the Village has developed rules and regulations that are applicable to and govern the use of the Aquatic Center ("Rules") by its residents and their guests including, but not limited to, proof of residency ("Proof of Residency") and a fee schedule ("Fees");

WHEREAS, the Town Counsel has agreed to pay consideration to the Village in exchange for the Village allowing the residents of the Town to have access to and use of the Aquatic Center in the same manner applicable to the Village Residents, subject to the Rules including, but not limited to, Proof of Residency and the Fees; and

WHEREAS, the Village agrees to accept consideration from the Town in exchange for the Village allowing the residents of the Town to have access to and use of the Aquatic Center in the same manner applicable to the Village Residents, subject to the Rules including, but not limited to, Proof of Residency and the Fees.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Village agree to enter into this Agreement, based upon the following terms and conditions:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.
2. **Term.** This Agreement shall commence on January 1, 2018 ("Commencement Date") and shall continue thereafter for a period of five (5) years (hereinafter the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional one (1) year terms ("Subsequent Terms"). (The Initial Term and the Subsequent Terms shall collectively be referred to as the "Term"). Notwithstanding the same, the Village and Town reserve the right to cancel the Agreement during the Term, as set forth in Paragraph 5 below.
3. **Access to and the Use of Aquatic Center.** The Village shall allow the residents of the Town to have access to and the use of the Aquatic Center in the same manner applicable to the residents of the Village. The rates for parking, programs, classes, and other uses shall be charged to the Town residents that are charged to the Village residents. The Town understands and agrees that the Town Residents are subject to the Rules, which may be amended by the Village from time to time. However, at all times during the Term, the Rules shall be applied to and enforced equally by the Village as to and against the residents of the Town and the residents of the Village. The same Rules, documents, and forms applicable to Village residents shall be applicable to the Town residents, except that all documents and forms necessary to establish

proof of residency by the Town's residents shall reflect an address located within the municipal boundaries of the Town.

4. **Compensation.** Town shall pay the Village the fee of \$50,000.00 per year, payable on the Commencement Date and on each one (1) year anniversary of the Commencement Date during the Term (hereinafter the "Fee"). Other than the Fee, there is no other consideration to be paid by the Town to the Village.

5. **Termination of Agreement.** Notwithstanding the Term, this Agreement may be terminated with or without cause by providing the other party with three (3) month written notice. If the Village exercises termination pursuant to this Paragraph 5, the Village shall refund the prorated Fee to the Town and the prorated fee(s) to each resident of the Town who paid any fee(s) in advance.

6. **Non-Exclusive Agreement.** The Town understands and agrees that the Village may enter into similar access and use agreements with other municipalities during the Term. However, in no event shall any resident of the Town be treated differently than any other resident(s) of any other municipality including, but not limited to, the residents of the Village.

7. **Control of Property. Repair and Maintenance.** At all times during the Term, the Village shall fully control its Aquatic Center and be responsible for all repair and maintenance applicable thereto. The Town shall have no duty to the Village for the Aquatic Center or otherwise, other than for the payment of the Fee. The Town shall have no duty to the Town's residents or the Village's residents or any of their guests, or any guest or invitee of the Village in connection with the Aquatic Center or for any other property belonging to or controlled by the Village.

8. **Public Liability Insurance.** Subject to the provisions and monetary limitations of Section 768.287, Florida Statutes (as may be amended), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Village shall maintain one or more public policy insurance policies or an ongoing self-insurance program for public liability in connection with the access to and use of the Aquatic Center. Nothing herein is intended to operate as a waiver of sovereign immunity.

9. **Prevailing Party Attorneys' Fees.** In the event of a dispute between the parties that arises out of or relates to this Agreement, the prevailing party shall be entitled to recover against the non-prevailing party all reasonable legal fees and costs incurred by the prevailing party on all levels and proceedings including all trial courts and appellate courts. The prevailing party shall also be entitled to receive from the non-prevailing party all attorneys' fees and costs incurred in connection with a determination by the court(s) as to the reasonable attorneys' fees and costs to be awarded pursuant to this paragraph.

10. **Venue.** The parties understand and agreed that this Agreement was executed in Miami-Dade County, Florida and that all payments for services rendered shall be made in Miami-Dade County, Florida. The parties further agree that, irrespective as to whether venue may also lie in any other county or jurisdiction, including but not limited to the county or

11. **Waiver Of Jury Trial.** TO THE FULLEST EXTENT ALLOWED BY LAW, THE RESPECTIVE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

13. **Notice.** All notices shall be in writing and sent to the Parties' addresses set forth below:

If to the Village: Miami Shores Village
10050 Northeast 2nd Avenue
Miami Shores, FL 33138
ATTN: Village Manager

18. **Merger. Entire Agreement. Amendments.** This Agreement constitutes the entire agreement between the parties, and there are no other covenants, agreements, promises,

terms, provisions, conditions, undertakings, either oral or written, between them concerning this Agreement other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the parties unless they are in writing and signed by both the Town and Village.

19. **Authority.** Each party represents that all requirements for the approval of this Agreement have been undertaken and performed including, but not limited to, the approval of the Agreement by each municipality's council, and that each manager has the authority to execute and bind their respective municipality to this Agreement.

WHEREFORE, the parties hereby executed this Agreement on this _____ day of _____, 2017.

TOWN OF BAY HARBOR ISLANDS

MIAMI SHORES VILLAGE

By: _____
Ronald Wasson,
Town Manager

By: _____
Thomas Benton,
Village Manager

Aquatic Center

305-795-2241

COMPETITION POOL HOURS

Hours of Operation

Open swim is limited to Miami Shores residents and their guests. Nonresidents may only enter for open swim when accompanied by a Miami Shores resident.

August 21- September 17 Open Swim Hours

Monday - Friday 6:00 AM - 10 AM
3:00 PM - 8 PM
Saturday & Sunday 11 AM - 5 PM

September 18 - December 31

Monday - Friday 6:00 AM - 10 AM
3:00 PM - 4:30 PM
6:30 - 8 PM
Saturday 11 AM - 4:00 PM
Sunday Closed

FEES PER SESSION:

Includes admission
to both pools.
\$5.00/resident
\$8.00/guest

Lap Swim Fees:

90 Day Lap Swim Pool Pass:
(Use of Competition Pool Only)
\$156 ./resident
\$200./resident Couple

90 Day Nonresident
Lap Swim Pass
\$239./nonresident
For Lap Swim Only -
Not available for Open Swim

The
Aquatic Center will
be **closed** on
Sept. 18
Oct. 9
Nov. 11
Nov. 23-26
Dec. 23-26
Jan. 2

SHIPWRECK
COVE OPEN
MON.,
SEPTEMBER 4TH



11:30 AM - 5 PM
Regular Admission applies:
\$5./resident
\$8./Nonresident guest

Dog Day at the Pool

Saturday, Sept 30
10 am - 12:45 pm dogs <40lbs
1:15 pm - 4 pm dogs >40lbs

Close out the Dog Days of Summer! Bring your canine friends to Splash and Play in Shipwreck Cove
Miami Shores Residents Only!
Resident Dogs: \$4.
Resident Humans: \$1.



SHIPWRECK COVE WATER PARK HOURS

Fun activities designed for all ages. Shipwreck Cove features 6 waterslides at 3 levels, interactive playground equipment, water cannons and water spraying apparatus. Water depth is 0 to 18 inches deep.

Aug 21 - Sept 17

Open Saturday & Sundays
11:00 AM - 5:00 PM

September 18th -

Closed until March 2018

SHIPWRECK COVE PARTY PACKAGES

Searching for a great party venue? Check out Shipwreck Cove's party packages. Packages for parties of 13, 26 & 40 include admission for one session in Shipwreck Cove, sunbrella rental, food and drinks. Reservations for party packages must be done in advance. Available to residents only!

Proper resident to nonresident ratio required (1:3)

PACKAGES

13 persons...\$150.
26 persons...\$276.
40 persons...\$402.

Miami Shores

Aquatics

Swim Team



Our team is a year round competitive swim team offering high quality professional coaching and technique instruction for all ages and abilities.

Our goal is to create a safe, friendly and fun environment that nurtures the competitive spirit of club/team swimming, such that all swimmers can achieve their highest personal and athletic potentials.

In addition to great physical benefits of swimming we teach proper technique, racing strategy, personal discipline, mental toughness and team spirit. We provide a positive environment that encourages positive role modeling, self-motivation, personal accountability and pride in winning and losing.

The number of practice days is determined by the coach's recommendations. All youth interested in competitive swimming are invited to try-out for the team.

Visit www.miamishoresaquatics.com for more information

Swim Team Fees:

For fees visit
miamishoreaquatics.com
for more information

WATER EXERCISE CLASSES

Water Exercise classes are ongoing.
Participants can join a class at any time.



SUNRISE H₂O CARDIO CLASS

"Watch the Sunrise as you workout"

Join a new high intensity water aerobics class using resistance training. Offered every Monday, Wednesday & Friday

Instructor: Lydia Tevini

Meets:

6:00 - 7:00 am/Mon., Wed., & Fri.

Resident: \$10./class

Nonresident: \$12./class

H₂O CARDIO CLASS

Join a new high intensity water aerobics class using resistance training. Offered Monday, Wednesday & Friday

Instructor: Lydia Tevini

Meets:

8:00 - 9:00 am/Mon., Wed., & Fri.

Resident: \$10./class

Nonresident: \$12./class

LOW IMPACT CLASS

Water exercise is easy on the joints

This class emphasizes improving range of motion, stretching and strengthening muscles, and overall relaxation. Water exercise is stress free, there is no impact to your joints and muscles.

Instructor: Rachel Shipman.

Meets:

9:00 am - 10:00 am/Tues. & Thurs.

Resident: \$10./class

Nonresident: \$12./class

AQUA ZUMBA

Instructor: Felix Guzman

Meets: Thursday: 6:45pm-7:45pm

Ends in Mid-October

Known as the Zumba® "pool party," the Aqua Zumba program gives new meaning to the idea of an invigorating workout. Splashing, stretching, twisting, even shouting, laughing, hooting and hollering are often heard during an Aqua Zumba class. Integrating the Zumba formula and philosophy with traditional aqua fitness disciplines, the Aqua Zumba class blends it all together into a safe, challenging, water-based workout that's cardio-conditioning, body-toning, and most of all, exhilarating beyond belief.

Resident: \$10./class

Nonresident: \$12./class



S.W.A.T.

Specialized Waterborne Athletic Training

Class will combine swim drills, with weight bearing exercises on the pool deck. Get ready to transform your body and push it to the next level. Classes taught by Mark Gravie.

Meets: 7 pm - 8 pm/Mon. & Wed.

Minimum 4 participants required.

Must be at least 16 yrs. old

Offered year round

Fees: \$10./class

Aquatic Center

305-795-2241

LEARN TO SWIM

The Aquatic Center has teamed up with the American Red Cross to offer their Learn to Swim Program. Each class must have a minimum of 4 participants to begin. Participants must preregister for all the classes.

To Register: Residents may register two weeks before class. Nonresidents one week before class. (based on availability)

Class Fees for all levels:

Resident/Nonresident:
\$72./session \$90./session

Insurance for Children
Classes:

Resident/Nonresident:
\$12./\$15. per year required



Session Dates for all

Levels

Sept. 5 - Sept. 28
(2 lessons/wk for 4 /wks)

Oct. 3 - Oct. 26
(2 lessons/wk for 4 /wks)

Nov. 7 - Nov. 30
(2 lessons/wk for 4 /wks)
(Holiday dates will
be rescheduled)

Private Swim Lessons

Miami Shores Aquatic Center is now offering Private Swim Lessons taught by our American Red Cross trained Water Safety Instructors. Private Lessons are available for all ages and abilities. The instructor of your choice with customized schedule and instruction curriculum.

One Student Lesson: \$50 for 30 minutes

Two Student Lesson: \$80 for 30 minutes

Call 305-795-2241 or speak with one of our Water Safety Instructors today!!

Fees:

1 student: \$50./30 minutes

2 students: \$80./30 minutes

IPAP

(Infant & Parent Aquatics Program)

6 months to 3 years (one Child per parent)
Younger children will adjust to the water by learning skills such as placing the face in the water, flutter kicks and pre-floating skills. All Parents are taught how to instruct their children and recognize any errors in their child's swimming technique. Children are required to wear swim diapers. Parents must be in the water with their children. Instructors will work at the skill level of each child regardless of varied abilities.

Meets: Tues. & Thurs.: 6 pm - 6:30 pm
6:30 pm - 7 pm (Tues. & Thurs.)

Required: Child **must** wear swim diapers

PRESCHOOL AQUATICS

(Preschool Levels 1, 2 & 3)

This class is for 4 and 5 year olds who are ready to learn introductory water skills as well as beginner swimming skills. Students will learn to enter the pool properly, float, glide and the basics of front crawl.

Meets: Tues. & Thurs. 4pm - 4:45 pm

BEGINNERS

Beginner (Level 1 & 2)

This class is for students 6 years and older. It introduces children with little to no water experience to basic swimming skills. Students will learn the front crawl and floating techniques.

Meets: 4 pm - 4:45 pm

INTERMEDIATE

Intermediate (Levels 3 & 4)

This class is for students 6 years and older who can not complete one length of the pool but are comfortable in the water and have learned the fundamentals of the front crawl. Student will learn rotary breathing, elementary backstroke, sidestroke and back crawl.

Meets: Tues. & Thurs. : 5 pm - 5:45 pm

ADVANCED

Advanced (Level 5 & 6)

This class is for students 6 years and older who can complete two lengths of front crawl with rotary breathing. Students will learn breaststroke, butterfly and skills needed for swim team.

Call 305-795-2241 for class times.

Minimum 4 participants required.

ADULT SWIM LESSONS

An introduction to swimming for adults. Focus is on comfort in the water, submersion, and floating.

Call (305) 795-2241 for Availability



AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 14.

ITEM: Consideration and Approval of award of contract to Bruteproof, LLC in the amount of \$38,000 to purchase and separate the Police Department Network hardware. Enclosed is a memorandum from IS Manager Roberto Gonzalez and supporting documents.

DESCRIPTION:

Due to recent changes in Federal Requirement for criminal justice networks and related hardware, the Federal Government now mandates that all Law Enforcement computer network be completely separate from Town Hall computer network.

Based on the hardware and the labor that would be needed, the IT Department, advertised The Request For Proposals for labor and hardware. On October 27, 2017, the Town Clerk's Office received two (2) sealed bids for the proposed project.

Staff recommends award of contract to Bruteproof, LLC in the amount of \$28,000 plus an amount of \$10,000 in contingency for unforeseen expenses.

This was discussed by the Town Manager at the budget hearing.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Approval of an expenditure in the amount of \$38,000 for the network separation. The total amount includes a \$10,000 contingency amount for unforeseen expenses.

This expenditure will require appropriations from General Reserves Fund.

BUDGET IMPACT:

Submitted By: Robert Gonzalez, I.S. Manager

ATTACHMENTS

1.	Network Separation	PD Network Separation.pdf
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MEMORANDUM

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

DATE: October 30, 2017

TO: The Honorable Mayor and
Members of the Town Council

FROM: Roberto Gonzalez *RG*
IS MANAGER

VIA: Ronald Wasson
TOWN MANAGER

RE: **POLICE DEPARTMENT NETWORK SEPARATION PROJECT**

Background:

In August 2017, the Town's computer network and database infrastructure was subject to a routine, annual audit by the State of Florida. Recent changes in federal requirements for criminal justice networks and related hardware have affected changes in State requirements as well. These changes now mandate that the computer network for Town Hall and our Police Department be completely separate. We initially proposed a logical separation of the networks, using what we call *virtualized servers*. This was the quickest and cheapest way to be in compliance with CJI requirements. After careful review, the State said this would be sufficient as a temporary (2-year) solution.

Analysis:

Upon moving forward with our plans to migrate the Police Department servers to this new, virtualized environment, we encountered an array of unforeseen infrastructure challenges that made the project untenable as an inexpensive "quick-fix" for State compliance.

Having carefully investigated these new concerns moving forward, we believed the only reasonable course of action was to purchase new servers and firewalls to construct a completely new Police Department computer domain. This network will be physically separate from the Town Hall servers—with its own domain, firewall cluster, mail and data servers-- and will meet all of the State requirements outlined in their audit. This project will be a huge undertaking, but we feel it is in the Town's best long-term interest and will provide the Police Department with the most secure possible computer network. Because of the scope of the project, we put the project up for bid and it was advertised in our town's website and in the Daily Business Review.

Recommendation:

The IT Department recommends that this project be approved. We received two bids for the project; one from Stone Concepts of Miami Inc. and another from Bruteproof Cybersecurity. Staff recommends to award contract to the lowest responsive bidder Bruteproof in the

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER



amount of \$28,000.00. Bruteproof has extensive experience and knowledge in the IT field. We have worked with Bruteproof and their engineering staff in the past, and they have demonstrated to us a high level of expertise in the field of network infrastructure and security, as well as reasonable pricing and reliability.

The IT Department is also requesting a contingency amount of \$10,000.00 to be added to the bid amount, for unforeseen expenses such as extra wiring, server racks and battery backup for the new network, for a grand total of \$38,000.00.

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

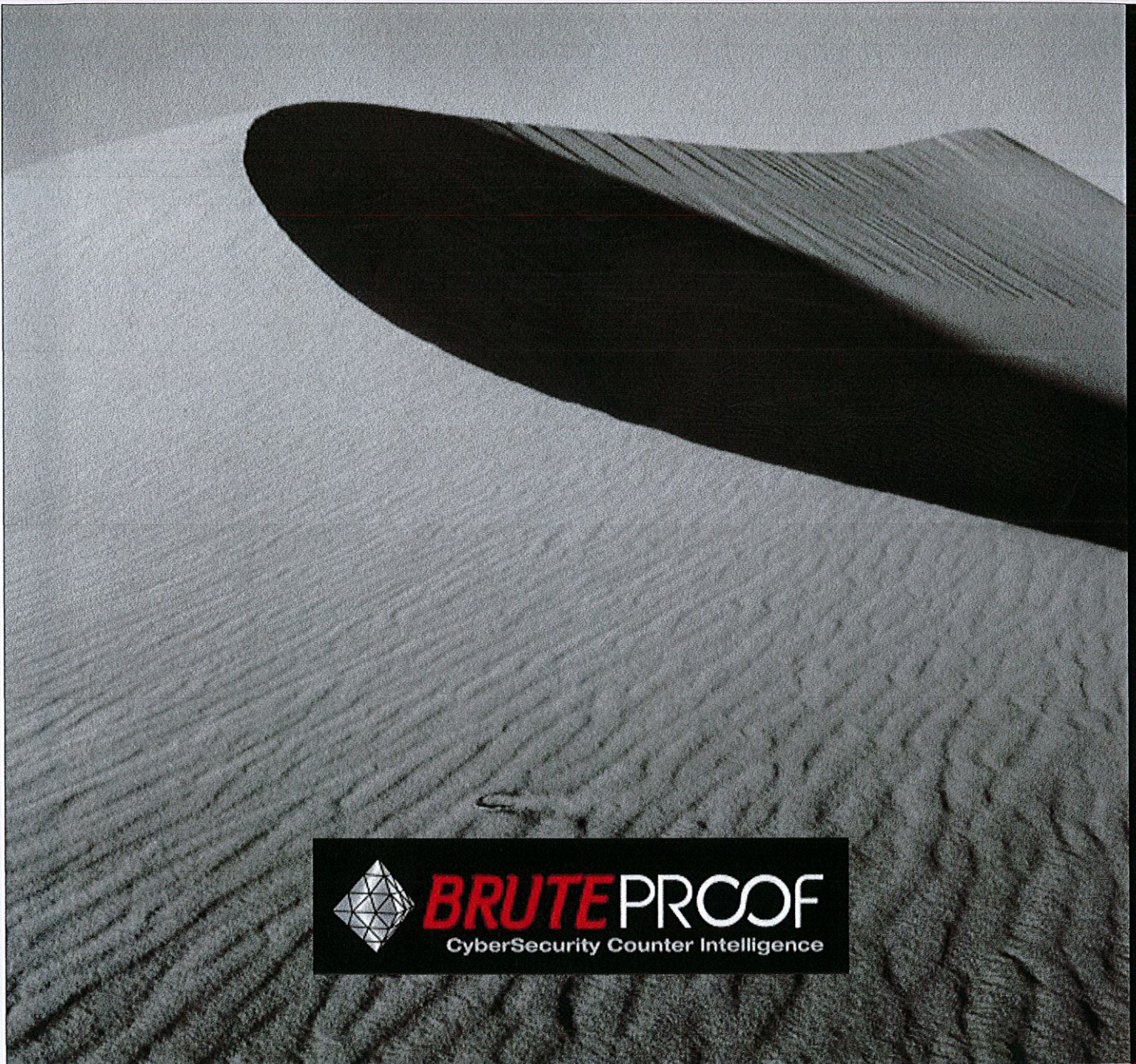
Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER



STATEMENT OF WORK FOR

TOWN OF BAY HARBOR ISLANDS

Project Name

Police Department Network Separation

STATEMENT OF WORK FOR

TOWN OF BAY HARBOR ISLANDS

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CONFIDENTIAL

This document contains proprietary and confidential information and must be protected by the recipient accordingly.

The information in this document is not meant for general dissemination and may only be used by the recipient in connection with the services reflected in this document. No portion of this document may be reproduced, stored, transmitted or disclosed for any purpose to any third party without prior written consent from BruteProof.

PREFACE

This document is intended to outline the work to be done and provide clear expectations of the final outcome. Any modifications to this Statement of Work requires a written project change request and approval by Town of Bay Harbor Islands and BruteProof, LLC. The content of this proposal reflects the understanding of the Network Separation Project. The scope, approach, deliverables, and pricing are based on information received to date. Contractually this document may serve as schedule document.

GOALS

The goal of this project is to assist TBHI staff in separating the Town and Police Department networks while still keeping services running with the minimum disruption possible.

PROJECT ITEMS

WatchGuard Firewall Cluster Setup

- Rack and connect main and secondary firewalls
- Upgrade firmware on both units to same version
- Create firewall cluster
- Copy configuration from existing firewall cluster and apply to new cluster
- Update configuration as needed in order to accomplish the desired separation
- Testing and Troubleshooting
- Work with BHI IT to make modifications and PREPARATIONS for SunPass networking
- Work with BHI IT to physically separate PD from Town networks and switches
- Reconfigure Community Center VPN and remove from old firewall cluster
- Review licensed services and tweak them according to current requirements
- Confirm SSL VPN access and provide documentation for new IP
- Rack and connect 2 Dell switches
- Upgrade to latest firmware and create stack
- Create necessary VLANs for ISP and LAN HA switching

New Town Hall Hypervisor Setup

- Rack and cable new server
- Configure remote access card and hardware diagnostics
- Create RAID sets and volumes
- Install Windows Server 2012 R2 Standard and update
- Configure Hypervisor Role and configure virtual networking

Virtual Infrastructure Migration

- Shutdown and copy DCs, File Server, Exchange Server, Server2 to new host
- Configure VMs in new host and test DC and file services
- Test and prepare documentation for end user email cutover
- Perform a soft cutover of physical networks, test Domain and File Services
- Request change or confirm hosted spam system points to mail record
- New Exchange Server hosting TBHI
- Spin up exchange server, test mail flow, outlook and mobile
- Create forwarding rule for all PD users using new domain
- Add new TBHI email domain and create new addresses.
- Update send connector and public DNS
- Existing Exchange Server hosting PD
- Power on exchange server, create new PD email domain, create new addresses
- Create forwarding rule for all TBHI users using new domain
- Update send connector and public DNS
- Request and Install new SSL certificate for new PD domain
- Reconfigure Exchange CAS architecture to accept new SSL for new email domain
- Test SunPass System
- Assist in troubleshooting any issues related to migration
- Create documentation and provide training on changes made

DEPENDENCIES

The success of this project is dependent upon the cooperation of key members of the Town of Bay Harbor Islands staff. The following individuals are recognized by BruteProof as key client contacts:

Roberto Gonzalez

CLIENT RESPONSIBILITIES

This Section is provided for informational purposes only. BruteProof typically includes (but is not obligated under this Project SOW to include) the following customer responsibilities in BruteProof' customer-facing Project SOW related to the Services:

1. During the term of this SOW, Customer is responsible for promptly notifying BruteProof in writing of a) any changes Customer makes to its information technology environment that may impact BruteProof' delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
2. Customer will maintain a backup of all data and programs on affected systems prior to BruteProof performing the Services and during the term of the SOW. BruteProof will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this PSOW.
3. Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). BruteProof may request that meetings be scheduled with Technical Contacts.

4. The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
5. The Customer Contact will ensure that any communication between Customer and BruteProof, including any scope-related questions or requests, are made through the appropriate BruteProof Lead Project Engineer.
6. The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the SOW.
7. The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
8. The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Customer may be responsible for developing or providing documentation, materials and assistance to BruteProof and agrees to do so in a timely manner. BruteProof shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
10. The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
11. Customer will inform BruteProof of all access issues and security measures, and provide access to all necessary hardware and facilities.
12. Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet BruteProof requirements for the products and Services purchased.

CHANGE ORDER AUTHORIZATION

The Statement of Work change process requires a written Project Change Addendum with signatures by Town of Bay Harbor Islands and BruteProof Professional Services. A Project Change Addendum is required when additional tasks requested by Town of Bay Harbor Islands or recommended by BruteProof. Changes to the project may impact project timeline or budget.

The following personnel from Town of Bay Harbor Islands are authorized to approve a project change request:

Roberto Gonzalez

FLAT RATE FEES

All labor for the tasks specified in this Scope of Work will be performed for a flat rate. Any work performed not listed in this Statement of Work will require a Statement of Work Addendum and will be billed at the BruteProof standard time and materials rate. The rates represented on this Statement of Work are valid for 30 days from 10/13/2017.

Option 1 (100% payment up front)

\$15,000

Option 2 (50% deposit and 50% at project completion)

\$8,000 deposit at the time of commencement

\$8,000 at project completion

STATEMENT OF WORK APPROVAL

Project Name: Police Department Network Separation

I accept the terms and I understand that I am responsible for paying the above listed prior to project commencement.

I have reviewed and approved the terms for the project named above. All changes, additions or deletions must be approved by the authorized Town of Bay Harbor Islands representative and Town of Bay Harbor Islands.

I hereby give BruteProof approval to proceed with creation of a project plan. I also give my approval for BruteProof to invoice Town of Bay Harbor Islands according to the installments. I understand further changes to the structure, objectives, or content of the project will likely result in a delay in the final delivery date and may result in additional charges to Town of Bay Harbor Islands.

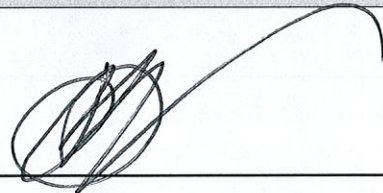
Town of Bay Harbor Islands Approval:

Signature

Date

Print Name

BruteProof SOW Approval:



Elias J Castillo



Hardware Quote

Virtual Server Host	\$5,600
----------------------------	---------

Refurbished Dell PowerEdge R630
2x Intel Xeon E5-2620 v3 2.4GHz 6 Core
128GB DDR4 PC4-2133P ECC Memory
PERC H730 1GB Cache & Battery
8x 1.2TB 10K RPM SAS 12Gbps Hot Swap Drives
Broadcom 5720 Quad Port 1Gb NDC
3x PCI-E 3.0 Slots
Redundant Power Supplies
iDRAC8 Remote Access Enterprise License
Rail Kit, Front Bezel & 2x Power Cords
2 Year NBD Parts Replacement Warranty

Windows Server License

Windows Server 2012 R2 Standard OEM	\$800
-------------------------------------	-------

2 Dell Switches and stacking cable	\$2,350
---	---------

Refurbished Dell Networking N2024 Switch with 24 x 10/100/1000 Auto-Sensing RJ45 Ports, two integrated 10GbE SFP+ ports, two dedicated rear stacking ports and one integrated 1000W AC power supply. Includes the power cord only, no other accessories included.
1 Year Warranty

WatchGuard Firewall Cluster

WatchGuard Firebox M200 with 3-yr Basic Security Suite	\$2,500
--	---------

WatchGuard Firebox M200 High Availability with 3-yr Standard Support	\$1,000
--	---------

Network Cables	\$25
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10 x 6 FT Ethernet cables

8 x 1 FT Ethernet cables

2 x 6 in Ethernet cables

Subtotal	\$12,275
----------	----------

Shipping	\$100
----------	-------

Tax (7%)	\$859.25
----------	----------

Total	<u>\$13,234.25</u>
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Please note, a 50% up-front payment will be required for all hardware and software purchases.

Proposal

To: **Randy L. Daniel**
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

10/18/2017

Description: Separation of the police department network from the administrative computer network.

Item	Description			Price
1	Police Department Network Separation			
	Labor and Material			\$57,110.00
	Total Price			\$57,110.00

Total cost for this Proposal is **\$57,110.00**

Best Regards,

Ali Sarrafi
Vice President

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 15.

ITEM: Consideration and Approval of the proposed program for the Town's 70th Anniversary Celebration. Enclosed is a copy of the fireworks proposal and supporting documents.

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

\$28,500 was budgeted in Promotional Activities in the Town Manager's Office for the 70th Anniversary Celebration.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Ronald Wasson, Town Manager

ATTACHMENTS

1.	Firework Proposal	BHI Fireworks Proposal.pdf
2.	Event Proposed Budget	70th Anniversary Celebration-proposed budget.pdf

Zambelli

FIREWORKS

***Fireworks Proposal
Bay Harbor Islands, FL
January 22, 2018***



***Zambelli Fireworks
Boca Raton, Florida
Tony Sawdey- Project Manager
218-820-2372***



Scope of work

Display Overview:

1) Show Date: January 22, 2018

All inclusive Budget and Duration: \$20,000 for a 20 minute High- Impact display with Music accompaniment (Music provided by Zambelli)

Location: Broad Causeway- Bay Harbor Islands

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyro-technicians will meet all of the requirements of the Workers Compensation Laws of Florida.

License & Permits: Zambelli Fireworks will obtain all required local, county and state fireworks permits and approvals.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyro-technicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 and 1126 code will be strictly enforced.



Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention..."The show has just begun!" The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night's air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **20 seconds.**

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every product used to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a fully designed display.

.... **18-20 Minutes.**

...**the GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired with multiple products and effects to cover every inch of sky... **60 seconds.**



Statement of Approach

Zambelli Fireworks believes in creating a simple, turnkey event for our clients. Our approach is to take on the front-end and day-of-event work to provide a great service with little to no hassle for our clients. Our knowledge of the display site and familiarity of the logistics makes us the best candidate for the job. Lastly, our dedication to the ultimate in customer service and creativity is key to the success of our company.

History:

Zambelli Fireworks traces its US pyrotechnics roots back to 1893 when Antonio Zambelli founded a fireworks manufacturing company in New Castle, PA. The company quickly grew and also became a display fireworks company.

In 1960 the company incorporated in the state of Pennsylvania and grew exponentially over the past 50 years. In 2016 Zambelli Fireworks displayed over 2,000 displays in 38 states and internationally. Company Chairman George Zambelli Jr. and President Tom Bametzrieder have been actively growing the organization.

Zambelli Fireworks has opened six more regional offices for a total of twelve offices around the US. A new Director of Design/Choreography was recently hired to oversee new products, inventory, show design, and choreography. More project managers have also been hired to work closely with clients to make sure all details are attended to every display.

Today Zambelli Fireworks employs nearly 50 full-time employees and thousands of licensed pyro-technicians. Longevity in the fireworks industry doesn't make good shows. Talented individuals make good shows. Zambelli Fireworks is dedicated to having the best individuals in the industry on-board in order to create the best fireworks displays in the industry.

Zambelli

FIREWORKS

Equipment:

Zambelli Fireworks works year-around to ensure all equipment is both up to Federal Codes and safe to use. A huge part of our core company belief is safety for technicians and the area surrounding the display sites. The use of state-of-the-art electrical firing units provides peace of mind that the display will fire safely and accurately.

Training:

All technicians that work for Zambelli Fireworks must pass both a written and hand's on test. No lead technicians are ever assigned to a display unless they have significant pyrotechnics experience. All State License requirements are enforced.

Products (Fireworks):

Product Guarantees. In our experience some fireworks companies tend to "over-promise" in a proposal and then under-deliver on show day. We encourage all of our clients to understand exactly what they are promised and exactly what they receive on show day. We offer openly an audit of both quantity and quality of our products and equipment.

The quality of Zambelli Fireworks products are the key element of our success. Each type of pyrotechnics is test-fired for results, inspected for problems, federally approved and used exclusively.

Many companies in the fireworks industry buy cheap lines of pyrotechnics in order to put more quantity in a display. Although this might impress on paper, the real test is the actual display. Zambelli aggressively prices displays to put the maximum amount of quantity in a show but never to sacrifice the quality of a shell. All shells will be special effects that will have colored tails, multi-color changing effects, designs or patterns, or other special effects.

Zambelli

FIREWORKS

Zambelli Fireworks Team

Danielle Fredrickson

Office Manager/ Inside Sales/ Customer Service

Office: 561-395-0955

dfredrickson@zambellifireworks.com

Tony Sawdey

Project Manager/ Sales

Certified Technician

16+ Years' Experience

Cell: 218-820-2372

tsawdey@zambellifireworks.com

Proposed Launch Site



Bay Harbor Islands 70th Anniversary Celebration

Budget Estimates:

- | | |
|------------------------------|---------------------------|
| • Fireworks Display | \$25,000 (\$10,000 barge) |
| • Fencing/Barricades | \$5,000 |
| • Generator/Temporary Lights | \$3,500 |
| • Food Trucks | \$8,000 |
| • Police/DPW Personnel | \$3,000 |
| • Bus Transport | \$1,000 |
| • Music/DJ | ?????? |
| • Porta-lets | \$1,000 |
| • Give Aways | \$2,500 |
-

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 16.

ITEM: Approval of Change Order # 28 in favor of M&J Construction of Pinellas County Inc., in the amount of \$187,368.10. The purpose of this change order was predominantly to perform additional painting associated with steel repairs caused by section loss. Enclosed is a copy of the change order details.

DESCRIPTION:

On December 1st 2016, M&J construction of Pinellas County Inc., (M&J) submitted a request for Change Order # 27 in the amount of \$1,621,043.00 for structural steel section loss repairs (\$1,370,623.69) and consequential repainting (\$250,419.31), copy attached. The painting amount was omitted for further review and analysis and Change Order # 27, in the amount of \$1,370,623.69 was subsequently approved on 02/13/17.

Change Order # 28 is primarily related to the previously omitted amount for re-painting (\$250,419.31) plus other charges including additional bond costs (\$30,058.75) for a new total of \$333,644.78.

The original amount requested for painting was reduced by \$40,040.20. The additional bond cost was denied and the Contractor acceded to our request to waive an amount of \$10,000.00. Other deductions were made for damaged irrigation system (\$6,449.94), the damaged pier well pit handrail (\$2,250.00) and an arithmetical error of \$1,021.81 for a reduced amount of \$187,389.10.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Change Order # 28	Change Order 028 - Re-blast and Paint Span 30 2.pdf
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Change Order

No. 028

Date of Issuance: November 2, 2017

Effective Date: November 2, 2017

Project: Rehabilitation of Broad Causeway Bridges	Owner: Town of Bay Harbor Islands	Owner's Contract No.: BC-142
Contract: FDOT Financial Management Number 436093-1	Date of Contract: Contract Time started February 2, 2015	
Contractor: M&J Construction of Pinellas County, Inc.	Engineer's Project No.: 2286.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Paint Repairs for Section Loss Re-blast and paint Span 30 ; quantity overruns; Bridge tender house hand rail modification.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] [Decrease] from previously approved Change Orders No. 001 to No. 026 :

\$ 5,813,746.84

Contract Price prior to this Change Order:

\$ 17,281,361.02

[Increase] [Decrease] of this Change Order:

\$ 187,368.09

Contract Price incorporating this Change Order:

\$ 17,468,729.11

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] [Decrease] from previously approved Change Orders No. 001 to No. 027 :

Substantial completion (days): 259

Ready for final payment (days): 259

Contract Times prior to this Change Order:

Substantial completion (days or date): 739

Ready for final payment (days or date): 799

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 000

Ready for final payment (days or date): 000

Contract Times with all approved Change Orders:

Substantial completion (days or date): 739

Ready for final payment (days or date): 799

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 11-2-17

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 17.

ITEM: Discussion requested by Council Member Yaffe regarding the fees charged by the Building Department for a change of contractor.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Building Fee Resolution	2103 - Building Dept. Fees.pdf
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RESOLUTION NO. 2103

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA; PUBLISHING A NEW
SCHEDULE FOR PERMITS AND BUILDING DEPARTMENT
ACTIVITIES, AS PROVIDED IN SECTIONS 5-6(a) AND 5-6(b).**

WHEREAS, the Town Council of the Town of Bay Harbor Islands is responsible for the public health, safety, and welfare of the citizens of the Town of Bay Harbor Islands and those coming to the Town; and

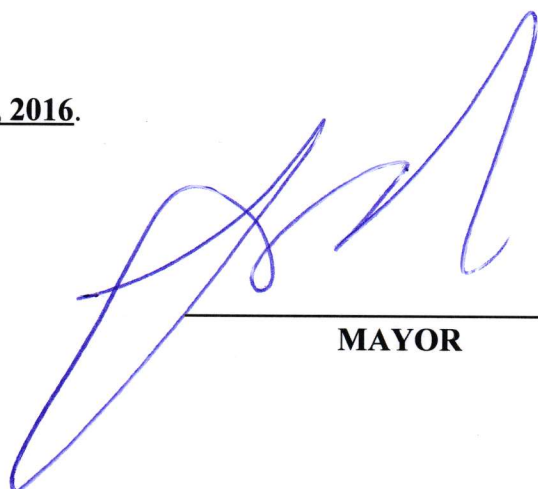
WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and maintaining the high quality and standards, and aesthetic beauty contained within the Town; and

WHEREAS, the imposition and collection of permitting fees, and uniformity in the scheduling, itemization and revision of such fees is essential for the public health, safety and welfare and to the preservation of high quality standards within the Town,

WHEREAS, pursuant to Section 5-6(b), a fee schedule shall be established from time to time by administrative order which shall not become effective until approved by resolution of the Town Council;

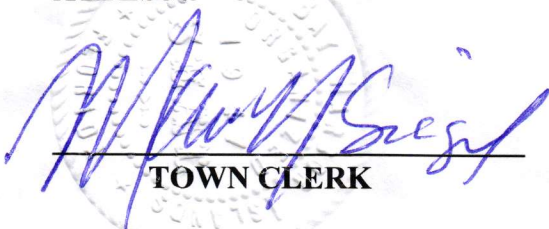
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands that attached hereto and incorporated herein is a permit fee schedule adopted pursuant to Section 5-6(b). Any other fees not listed on the attached fee schedule or specifically established by ordinance shall be subject to the minimum permit fee set on the schedule.

PASSED and ADOPTED this 17th day of October, 2016.



MAYOR

ATTEST:



TOWN CLERK

EXHIBIT A - RESOLUTION NO. 2103

BUILDING DEPARTMENT-PERMIT FEE SCHEDULE

Master building permit fees will be based on the estimated cost of construction including all systems. For the purpose of determining the cost of construction and / or building estimated costs. A verified contract figure including all systems may be used to determine the construction value or the estimated construction cost including all systems may be computed per the latest edition of R.S. Means Square Foot Costs as published by R.S. Means Co., Inc. whichever is greater. The estimated construction value will be then used to determine the master permit fee.		Separate sub-trade values, Electrical, Plumbing, Mechanical) shall be based on a verifiable contract amount or the estimated construction cost of work as calculated by the latest issue of R.S. Means Square Foot Costs, as published by R.S. Means Co, Inc. whichever is greater.	
DESCRIPTION		FEE	
PROCESSING FEE		\$25.00 MIN. \$5,001 OR MORE \$5/\$1,000 • JOB COST	
UP FRONT PROCESSING FEES - NEW CONSTRUCTION		SINGLE FAMILY - \$250.00 MULTI FAMILY / COMMERCIAL - \$1,000.00	
BUILDING PERMITS			
NEW CONSTRUCTION		\$150.00 MINIMUM OR 3% OF JOB COST **COPY OF CONTRACT REQUIRED	
ADDITION AND OR ALTERATION TO EXISTING STRUCTURE		\$150.00 MINIMUM OR 2% OF JOB COST **COPY OF CONTRACT REQUIRED	
ROLL-OFF WASTE CONTAINER		\$65.00/CONTAINER	
DEMOLITION OF BUILDINGS			
SINGLE FAMILY		\$500.00	
MULTI FAMILY / COMMERCIAL		\$1,500.00	
SIGN PERMIT FEES			
MINIMUM SIGN FEE (ILLUMINATED SIGN REQUIRES AN ELECTRICAL PERMIT) For detailed sign fees see Town Code Chapter 17		\$75.00	
REVIEW OF 40- YEAR RE-CERTIFICATION		\$250.00	
STRUCTURAL		\$100.00/HOUR	
PLAN REVIEW REVISIONS PER PAGE		\$25.00 RESIDENTIAL \$50.00 COMMERCIAL	
PLUMBING PERMIT FEES		\$150.00 MINIMUM OR 3% OF JOB COST (sub-trade value) **COPY OF CONTRACT REQUIRED	
MINIMUM PLUMBING OR GAS FEE PER PERMIT			
ELECTRICAL PERMIT FEES		\$150.00 MINIMUM OR 3% OF JOB COST -(sub-trade value) **COPY OF CONTRACT REQUIRED	
MECHANICAL PERMIT FEES		\$150.00 MINIMUM OR 3% OF JOB COST-(sub-trade value) **COPY OF CONTRACT REQUIRED	
BUILDING INFORMATION LETTERS		\$25.00	
CHANGE OF CONTRACTOR		50% OF ORIGINAL PERMIT FEE	
LOST PLAN FEE		\$6.00 PER PAGE	

DESCRIPTION	FEE
PERMIT CARD REPLACEMENT	\$5.00
ANY CHARGE NOT SPECIFICALLY COVERED PAYROLL RATE PLUS 50%	\$35.00 MIN
CERTIFICATE OF COMPLETION (SINGLE FAMILY, TOWNHOUSE, COMMERCIAL SHELL)	\$50.00
REINSPECTION FEE A FEE FOR EACH INSPECTOR WHO MUST RETURN SHALL BE CHARGED WHEN EXTRA INSPECTION TRIPS ARE NECESSARY DUE TO ANY OF THE FOLLOWING: 1. WRONG ADDRESS BEING GIVEN ON CALL FOR INSPECTION 2. REQUIRED CORRECTIONS NOT BEING MADE OR COMPLETED AT TIME SPECIFIED 3. FAILURE TO PROVIDE ACCESS TO THE PROPERTY OR USE. 4. PERMITS OR PLANS NOT POSTED. 5. WORK NOT TO CODE OR PER APPROVED PLANS. 2ND REINSPECTION AFTER THE INITIAL REINSPECTION SHALL REQUIRE PAYMENT OF A RE-INSPECTION FEE 3RD REINSPECTION SPECIAL INSPECTIONS/MEETINGS/CONFERENCES	\$75.00 \$100.00 \$250.00 \$25/HALF HOUR OR FRACTION THEREOF
CERTIFICATES OF USE AND OCCUPANCY. PERMANENT USE AND OCCUPANCY CERTIFICATES SHALL REMAIN VALID FOR AN UNLIMITED TIME, UNLESS REVOKED FOR CAUSE OR ABANDONED AND PROVIDING THERE IS NO CHANGE OF USE, OWNERSHIP, OR NAME, OR THAT THERE IS NO ENLARGEMENT.	\$100.00
OCCUPANCY WITHOUT C.O... PER DAY	\$250.00/DAY PLUS DOUBLE C.O. FEE
DUMPSTER BOND (REFUNDABLE) - MAY BE USED TO REMOVE DUMPSTER DURING STORM WARNINGS.	\$250.00 POSTING OF CONSTRUCTION BONDS - FOR DAMAGE TO SIDEWALKS, PARKWAYS, PARKWAY TREES AND SHRUBS, STREET PAVEMENT OR OTHER MUNICIPAL OR PRIVATE PROPERTY.
MARKING OF BFE (MECHANICAL EQUIPMENT)	\$25.00
ALL INSPECTIONS MUST BE REQUESTED IN ACCORDANCE WITH REQUIREMENTS OF THE FLORIDA BUILDING CODE. FINAL INSPECTIONS ARE TO BE CALLED IN WITHIN 30 DAYS OF COMPLETION OF THE WORK ANY DAMAGE TO TOWN PROPERTY MUST BE CORRECTED TO THE SATISFACTION OF THE TOWN. FAILURE TO COMPLY WITH THESE AND/OR AND OTHER REQUIREMENTS MAY RESULT IN FORFEITURE OF THE BOND. TO BE DETERMINED BY THE BUILDING OFFICIAL OR TOWN MANAGER. INITIAL BOND WILL NOT EXCEED \$5,000.00	FAILURE TO COMPLY WITH THESE AND/OR AND OTHER REQUIREMENTS MAY RESULT IN FORFEITURE OF THE BOND. TO BE DETERMINED BY THE BUILDING OFFICIAL OR TOWN MANAGER. INITIAL BOND WILL NOT EXCEED \$5,000.00
SCANNING PLANS	\$1.75 PER PAGE
EXTENSION REQUEST - 180 DAYS	50% OF ORIGINAL PERMIT FEE

DESCRIPTION	FEE
SEWER ALLOCATION LETTERS	\$25.00
CONSTRUCTION TRAILER	\$250.00 RENEWAL FEE - \$250 PER SIX MONTH
USE OF RIGHT OF WAY - PERMIT BOND - SEC 18-1 TOWN CODE	\$150.00 1 ½% OF JOB COST - NOT TO EXCEED \$20,000
NEW CONSTRUCTION - ZONING INSPECTION FINAL ZONING INSPECTION ZONING PLAN REVIEW	SINGLE FAMILY - \$500.00 MULTI FAMILY / COMMERCIAL - \$3,000.00 \$90.00 PER HOUR
WORK WITHOUT PERMITS - AFTER THE FACT PERMIT	DOUBLE PERMIT FEE + \$100 FINE

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 18.

ITEM: Discussion requested by Vice Mayor Stephanie Bruder regarding the Town's Health Insurance and allowing Council Members to join the existing plan.

DESCRIPTION:

Vice Mayor Bruder proposes that Council Members be given the option to join the existing health insurance plan that is offered to employees. She also proposes that all premiums be paid by the Council Members with no cost to the Town.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Stephanie Bruder, Vice Mayor

ATTACHMENTS

1.	Survey	survey.pdf
2.	Insurance Information	Insurance information.pdf

Health Insurance Survey for Commissioners/Council Members

City/Town/Village	Are the elected officials eligible to participate in the City/Town's Health Insurance Plan
Bal Harbour Village	Yes
City of Aventura	No
City of Coral Springs	Yes
City of Coconut Creek	Yes
City of Cooper City	Yes
City of Doral	Yes
City of Florida City	Yes (only the Mayor)
City of Hialeah Gardens	Yes
City of Homestead	Yes
City of North Bay Village	Yes
City of North Lauderdale	Yes
City of North Miami	Yes
City of North Miami Beach	Yes
City of Opa Locka	Yes
City of Pembroke Pines	Yes
City of Sunny Isles Beach	Yes
City of Sweetwater	Yes
City of West Miami	Yes
Town of Bay Harbor Islands	
Town of Golden Beach	Yes
Town of Miami Lakes	Yes
Town of Surfside	No
Village of Key Biscayne	No
Village of Miami Shores	No
Village of Pinecrest	No
TOTALS	Yes = 19 municipalities No = 5 municipalities

(VM/Survey/Health Insurance for Commissioners - Council Members

(Survey completed by Vicky Motola, Town of Bay Harbor Islands)

(10/17/2016)

MEDICAL PLAN*

PLAN NAME ►

Florida Blue BlueCare HMO 56

Network: "BlueCare"
No out-of-network benefits

OVERVIEW

Referral Required?
Calendar Year Deductible
Single or Family Deductible
Coinsurance
CY Out of Pocket Maximum

IN-NETWORK ONLY

No, but need to pick a PCP
No deductible
Individual
10%
\$2,500 indiv. / \$7,500 family

PHYSICIAN SERVICES

Primary Care Physician
Specialist Physician
Urgent Care Center
Preventative Care Services

MEMBER PAYS

\$15
\$35
\$35
\$0

HOSPITAL SERVICES

Inpatient Admission
Outpatient (OP) Surgery
OP Complex Imaging
Emergency Room Visits

MEMBER PAYS

\$200/day X 5
\$150
\$150
\$100

NON-HOSPITAL SERVICES

Outpatient (OP) Surgery
OP Complex Imaging
Lab Work
X-Ray (Chest, etc.)

MEMBER PAYS

\$100
\$80
\$0
\$35

PRESCRIPTIONS

Tier 1/Tier 2/Tier3
Mail Order (# Days)

MEMBER PAYS

\$10/\$50/\$80
2.5 X copay for 90-day supply

TIERS

Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family

Monthly Premium

\$587.91
\$1,399.22
\$1,081.75
\$1,834.28

Please note: Physician & Surgeon fees may apply in addition to services listed above.

! 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, www.floridablue.com/plancontracts/group. 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 www.floridablue.com/plancontracts/group or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this plan covers.
Are there services covered before you meet your deductible?	Not Applicable.	This plan does not have a deductible.
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?	Yes. In-Network: \$2,500 Per Person/\$7,500 Family. Out-Of-Network: Not Applicable.	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?	Premium, balance-billed charges, 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. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	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.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

1 of 6

SBCID: 1446732

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 Copay per Visit	Not Covered	Physician administered drugs may have higher cost shares.
	Specialist visit	\$35 Copay per Visit	Not Covered	Physician administered drugs may have higher cost shares.
	Preventive care/screening/immunization	No Charge	Not Covered	Physician administered drugs may have higher cost shares. 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)	Independent Clinical Lab: No Charge/ Independent Diagnostic Testing Center: \$35 Copay per Visit	Not Covered	Tests performed in hospitals may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Imaging (CT/PET scans, MRIs)	Physician Office: \$100 Copay per Visit/ Independent Diagnostic Testing Center: \$80 Copay per Visit	Not Covered	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	\$10 Copay per Prescription at retail, \$25 Copay per Prescription by mail	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	\$50 Copay per Prescription at retail, \$125 Copay per Prescription by mail	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	\$80 Copay per Prescription at retail, \$200 Copay per Prescription by mail	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share	Not Covered	Not covered through Mail Order. Up to 30 day supply for retail.

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

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SBCID: 1446732

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		based on applicable drug tier.		
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: \$100 Copay per Visit/ Hospital: \$150 Copay per Visit	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
	Physician/surgeon fees	Ambulatory Surgical Center: \$35 Copay per Visit/ Hospital: No Charge	Not Covered	_____none_____
				_____none_____
If you need immediate medical attention	Emergency room care	\$100 Copay per Visit	\$100 Copay per Visit	Out-of-Network only covered for emergencies.
	Emergency medical transportation	10% Coinsurance	10% Coinsurance	_____none_____
	Urgent care	\$35 Copay per Visit	Not Covered	_____none_____
If you have a hospital stay	Facility fee (e.g., hospital room)	\$200 Copay per Day / \$1,000 maximum	Not Covered	Inpatient Rehab Services limited to 30 days. Prior Authorization may be required. Your benefits/services may be denied.
	Physician/surgeon fees	No Charge	Not Covered	_____none_____
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
	Inpatient services	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	\$35 Copay per Visit	Not Covered	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	No Charge	Not Covered	_____none_____
	Childbirth/delivery facility services	\$200 Copay per Day / \$1,000 maximum	Not Covered	_____none_____
If you need help recovering or have other special health needs	Home health care	No Charge	Not Covered	Coverage limited to 60 visits.
	Rehabilitation services	\$35 Copay per Visit	Not Covered	Coverage limited to 30 visits, including 30 manipulations. Services performed in hospital may have higher cost-share. Prior

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SBCID: 1446732

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	10% Coinsurance	Not Covered	Coverage limited to 45 days. Prior Authorization may be required. Your benefits/services may be denied.
	Durable medical equipment	Motorized Wheelchairs: 10% Coinsurance/ All Other: \$10 Copay per Visit	Not Covered	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age. Prior Authorization may be required. Your benefits/services may be denied.
	Hospice services	10% Coinsurance	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

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)
 - Habilitation services
 - Hearing aids
 - Infertility treatment
 - Long-term care
 - Non-emergency care when traveling outside the U.S.
 - Pediatric dental check-up
 - Pediatric eye exam
 - Pediatric glasses
 - Private-duty nursing
 - Routine eye care (Adult)
 - Routine foot care unless 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 - Limited to 30 visits
 - Most coverage provided outside the United States. See www.floridablue.com.

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: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323

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SBCID: 1446732

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 insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health [plans](#) and church [plans](#) that are group health [plans](#) contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your [appeal](#). Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? 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](#).

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SBCID: 1446732

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)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The plan's overall deductible	\$0	■ The plan's overall deductible	\$0	■ The plan's overall deductible	\$0
■ Specialist Copayment	\$35	■ Specialist Copayment	\$35	■ Specialist Copayment	\$35
■ Hospital (facility) Copayment	\$200	■ Hospital (facility) Copayment	\$200	■ Hospital (facility) Copayment	\$200
■ Other No Charge	\$0	■ Other Copayment	\$10	■ Other Copayment	\$100
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)		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)		This EXAMPLE event includes services like: Emergency room care (including medical supplies) Diagnostic test (x-ray) Durable medical equipment (crutches) Rehabilitation services (physical therapy)	
Total Example Cost	\$12,800	Total Example Cost	\$7,400	Total Example Cost	\$1,900
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
Cost Sharing		Cost Sharing		Cost Sharing	
Deductibles	\$0	Deductibles	\$0	Deductibles	\$0
Copayments	\$200	Copayments	\$2,400	Copayments	\$300
Coinsurance	\$0	Coinsurance	\$0	Coinsurance	\$60
What isn't covered		What isn't covered		What isn't covered	
Limits or exclusions	\$60	Limits or exclusions	\$60	Limits or exclusions	\$0
The total Peg would pay is	\$260	The total Joe would pay is	\$2,460	The total Mia would pay is	\$360

Note: These numbers assume the patient does not participate in the [plan's](#) wellness program. If you participate in the [plan's](#) wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Nondiscrimination and Accessibility Notice (ACA §1557)

Florida Blue and Florida Blue HMO comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Florida Blue and Florida Blue HMO comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Florida Blue and Florida Blue HMO does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue and Florida Blue HMO:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
 - Provides free language services to people whose primary language is not English, such as:
 - Qualified Interpreters
 - Information written in other languages

If you need these services, contact 1-800-352-2583.

If you believe that Florida Blue and Florida Blue HMO has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Senior Manager of Business Ethics at 4800 Deerwood Campus Parkway, DC1-7, Jacksonville, FL 32246, by phone at 1-800-477-3736 X56300 (TTY: 1-800-955-8770), by fax at 904-357-8203, or email compass@floridablue.com.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Senior Manager of Business Ethics is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services,
200 Independence Avenue SW,
Room 509F, HHH Building
Washington, DC 20201
1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Health Insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental Insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

Have a disability? Speak a language other than English? Call to get help for free. [1-800-352-2583] (TTY: 1-800-955-8770)

¿Habla español? ¿Tiene alguna discapacidad? Llame para obtener ayuda de forma gratuita al [1-800-352-2583] (TTY: 1-800-955-8773)

Èske w pale kreyòl ayisyen? Èske w andikape? Rele nou pou w jwenn èd gratis. [1-800-352-2583] (pou moun ki tande di: 1-800-955-8770)

Quý vj nói tiếng Việt? Quý vj bị khuyết tật? Hãy gọi trợ giúp miễn phí. [1-800-352-2583] (TTY: 1-800-955-8770)

Você fala português? Tem alguma deficiência? Telefone para obter assistência. [1-800-352-2583] (TTY: 1-800-955-8770)

您会讲中文吗？是否为伤残人士？如需帮助，请拨打我们的免费电话：[1-800-352-2583] (TTY: 1-800-955-8770)

Vous parlez français ? Vous avez une incapacité ? Appelez pour recevoir une assistance gratuite. [1-800-352-2583] (TTY: 1-800-955-8770)

Nagsasalita ng Tagalog o Filipino? May kapansanan? Tumawag para sa libreng tulong. [1-800-352-2583] (TTY: 1-800-955-8770)

Вы говорите по-русски? Вы являетесь инвалидом? Свяжитесь с нами для получения бесплатной помощи по телефону [1-800-352-2583] (телефон: 1-800-955-8770)

هل تتحدث (العربية)؟ هل لديك إعاقة؟ اتصل للحصول على مساعدة مجانية. [1-800-352-2583] (اتصلنا من خلال الهاتف من مشاكل في السمع: 1-800-955-8770)

Parli italiano? Hai una disabilità? Chiama per un'assistenza gratuita. [1-800-352-2583] (TTY: 1-800-955-8770)

Sprechen Sie deutsch? Haben Sie eine Behinderung? Rufen Sie an, um kostenlos Hilfe zu erhalten. [1-800-352-2583] (TTY: 1-800-955-8770)

한국어 통역이 필요하세요? 장애가 있나요? 전화하시면 무료로 도와드립니다. [1-800-352-2583] (TTY: 1-800-955-8770)

Mówi po polsku? Czy ma niepełnosprawność? Zadzwoń po bezpłatną pomoc. [1-800-352-2583] (TTY: 1-800-955-8770)

ગુજરાતી બોલો છો? અધુરતા ધરાવો છો? મફત સહાયતા મેળવવા ફોન કરો. [1-800-352-2583] (TTY: 1-800-955-8770)

พูดภาษาไทยไหม? มีผู้พิการหรือไม่? โทรหาเพื่อรับความช่วยเหลือฟรี [1-800-352-2583] (หมายเลขโทรศัพท์สำหรับผู้ที่มีปัญหาการได้ยิน: 1-800-955-8770)

Baa ákonínzin: Dín bizaad bee yánni'go, saad bee áká anéwo', t'áá jílk'eh, ná hó'q. Kojj' hodiílinh 1-800-352-2583 (TTY: 1-800-955-8770).
FEPígíí éf kojj' hodiílinh 1-800-333-2227

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Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services Coverage for: Individual and/or Family | Plan Type: HMO



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, www.floridablue.com/plancontracts/group. 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 www.floridablue.com/plancontracts/group or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this plan covers.
Are there services covered before you meet your deductible?	Not Applicable.	This plan does not have a deductible.
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?	Yes. In-Network: \$2,500 Per Person/ \$7,500 Family. Out-Of-Network: Not Applicable.	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?	Premium, balance-billed charges, 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. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	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.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 Copay per Visit	Not Covered	Physician administered drugs may have higher cost shares.
	Specialist visit	\$35 Copay per Visit	Not Covered	Physician administered drugs may have higher cost shares.
	Preventive care/screening/immunization	No Charge	Not Covered	Physician administered drugs may have higher cost shares. 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)	Independent Clinical Lab: No Charge/ Independent Diagnostic Testing Center: \$35 Copay per Visit	Not Covered	Tests performed in hospitals may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Imaging (CT/PET scans, MRIs)	Physician Office: \$100 Copay per Visit/ Independent Diagnostic Testing Center: \$80 Copay per Visit	Not Covered	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	\$10 Copay per Prescription at retail, \$25 Copay per Prescription by mail	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	\$50 Copay per Prescription at retail, \$125 Copay per Prescription by mail	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	\$80 Copay per Prescription at retail, \$200 Copay per Prescription by mail	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share	Not Covered	Not covered through Mail Order. Up to 30 day supply for retail.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery		based on applicable drug tier.		
	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: \$100 Copay per Visit/ Hospital: \$150 Copay per Visit	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
	Physician/surgeon fees	Ambulatory Surgical Center: \$35 Copay per Visit/ Hospital: No Charge	Not Covered	_____none_____
If you need immediate medical attention	Emergency room care	\$100 Copay per Visit	\$100 Copay per Visit	_____none_____
	Emergency medical transportation	10% Coinsurance	10% Coinsurance	Out-of-Network only covered for emergencies.
	Urgent care	\$35 Copay per Visit	Not Covered	_____none_____
If you have a hospital stay	Facility fee (e.g., hospital room)	\$200 Copay per Day / \$1,000 maximum	Not Covered	Inpatient Rehab Services limited to 30 days. Prior Authorization may be required. Your benefits/services may be denied.
	Physician/surgeon fees	No Charge	Not Covered	_____none_____
	Outpatient services	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
If you need mental health, behavioral health, or substance abuse services	Inpatient services	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
	Office visits	\$35 Copay per Visit	Not Covered	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	No Charge	Not Covered	_____none_____
If you are pregnant	Childbirth/delivery facility services	\$200 Copay per Day / \$1,000 maximum	Not Covered	_____none_____
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		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				Authorization may be required. Your benefits/services may be denied.
	<u>Habilitation services</u>	Not Covered	Not Covered	Not Covered
	<u>Skilled nursing care</u>	10% Coinsurance	Not Covered	Coverage limited to 45 days. Prior Authorization may be required. Your benefits/services may be denied.
	<u>Durable medical equipment</u>	Motorized Wheelchairs: 10% <u>Coinurance</u> / All Other: \$10 <u>Copay</u> per Visit	Not Covered	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of <u>DME</u> due to use/age. Prior Authorization may be required. Your benefits/services may be denied.
	<u>Hospice services</u>	10% <u>Coinurance</u>	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
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• Acupuncture • Bariatric surgery • Cosmetic surgery • Dental care (Adult) • <u>Habilitation services</u> • <u>Hearing aids</u>	• Pediatric glasses • Private-duty nursing • Routine eye care (Adult) • Routine foot care unless for treatment of diabetes • Weight loss programs
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x61565 or www.ccio.cms.gov. 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 insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health [plans](#) and church [plans](#) that are group health [plans](#) contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your [appeal](#). Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html.

Does this [plan](#) provide [Minimum Essential Coverage](#)? Yes

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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 \$0
- Specialist Copayment \$35
- Hospital (facility) Copayment \$200
- Other No Charge \$0

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	\$12,800
In this example, Peg would pay:	
<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$260

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist Copayment \$35
- Hospital (facility) Copayment \$200
- Other Copayment \$10

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	\$7,400
In this example, Joe would pay:	
<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$2,400
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Joe would pay is	\$2,460

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist Copayment \$35
- Hospital (facility) Copayment \$200
- Other Copayment \$100

This EXAMPLE event includes services like:

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

Total Example Cost	\$1,900
In this example, Mia would pay:	
<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$300
Coinsurance	\$60
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$360

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Nondiscrimination and Accessibility Notice (ACA §1557)

Florida Blue and Florida Blue HMO comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Florida Blue and Florida Blue HMO comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Florida Blue and Florida Blue HMO does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue and Florida Blue HMO:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
 - Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact 1-800-352-2583.

If you believe that Florida Blue and Florida Blue HMO has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Senior Manager of Business Ethics at 4800 Deerwood Campus Parkway, DC1-7, Jacksonville, FL 32246, by phone at 1-800-477-3736 X56300 (TTY:1-800-955-8770), by fax at 904-357-8203, or email compass@floridablue.com.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Senior Manager of Business Ethics is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services,
200 Independence Avenue SW.
Room 509F, HHH Building
Washington, DC 20201
1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

Have a disability? Speak a language other than English? Call to get help for free. [1-800-352-2583] (TTY: 1-800-955-8770)

¿Habla español? ¿Tiene alguna discapacidad? Llame para obtener ayuda de forma gratuita al [1-800-352-2583] (TTY: 1-800-955-8773)

Èske w pale kreyòl ayisyen? Èske w andikape? Rele nou pou w jwenn èd gratis. [1-800-352-2583] (pou moun ki tande di: 1-800-955-8770)

Quý vị nói tiếng Việt? Quý vị bị khuyết tật? Hãy gọi trợ giúp miễn phí. [1-800-352-2583] (TTY: 1-800-955-8770)

Você fala português? Tem alguma deficiência? Telefone para obter assistência. [1-800-352-2583] (TTY: 1-800-955-8770)

您会讲中文吗？是否为伤残人士？如需帮助，请拨打我们的免费电话：[1-800-352-2583]（TTY：1-800-955-8770）

Vous parlez français ? Vous avez une incapacité ? Appelez pour recevoir une assistance gratuite. [1-800-352-2583] (TTY: 1-800-955-8770)

Nagsasalita ng Tagalog o Filipino? May kapansanan? Tumawag para sa libreng tulong. [1-800-352-2583] (TTY: 1-800-955-8770)

Вы говорите по-русски? Вы являетесь инвалидом? Свяжитесь с нами для получения бесплатной помощи по телефону [1-800-352-2583] (телетайп: 1-800-955-8770)

(1-800-955-8770) (التواصل للذين يعانون من مشاكل في السمع: [1-800-352-2583] هل لديك إعاقة؟ اتصل للحصول على مساعدة مجانية. هل تتحدث (العربية)؟)

Parli italiano? Hai una disabilità? Chiama per un'assistenza gratuita. [1-800-352-2583] (TTY: 1-800-955-8770)

Sprechen Sie deutsch? Haben Sie eine Behinderung? Rufen Sie an, um kostenlos Hilfe zu erhalten. [1-800-352-2583] (TTY: 1-800-955-8770)

한국어 통역이 필요하세요? 장애가 있습니까? 전화하시면 무료로 도와드립니다. [1-800-352-2583] (TTY: 1-800-955-8770)

Mówi po polsku? Czy ma niepełnosprawność? Zadzwoń po bezpłatną pomoc. [1-800-352-2583] (TTY: 1-800-955-8770)

ગુજરાતી બોલે છો? અક્ષમતા ધરાવે છો? મફત સહાયતા મેળવવા ફોન કરો. [1-800-352-2583] (TTY: 1-800-955-8770)

คุณภาษาไทยได้? เป็นผู้พิการหรือไม่? โทรศัพท์ขอรับคำปรึกษาได้ฟรี [1-800-352-2583] (หมายเลขโทรศัพท์สำหรับผู้พิการทางกราดังนี้: 1-800-955-8770)

Baa ákonínzin: Diné bizaad bee yáníłt'igo, saad bee áká anáwo', t'áá jíł'keh, ná hółó. Kojí' hodíłíníh 1-800-352-2583 (TTY: 1-800-955-8770). FEPígíí éí kojí' hodíłíníh 1-800-333-2227

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

BlueCare
For Large Groups
Predictable Cost Health Benefit Plan 56



Summary of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Financial Features		
Deductible (DED¹) (PBP²) (DED is the amount the member is responsible for before Florida Blue HMO pays)	\$0	Not covered
Coinsurance (Coinsurance is the percentage the member pays for services)	10% of the allowed amount	Not covered
Out-of-Pocket Maximum (PBP) (Out-of-Pocket Maximum includes DED, Coinsurance, Copayments and Prescription Drugs)	\$2,500 per person \$7,500 per family	Not covered
Office Services		
Physician Office Services		
Primary Care Physician	\$15 Copay	Not covered
Specialist	\$35 Copay	Not covered
Convenient Care	\$15 Copay	Not covered
e-Office Visit	\$10 Copay	Not covered
Maternity (Cost Share for initial visit only)		
Primary Care Physician	\$15 Copay	Not covered
Specialist	\$35 Copay	Not covered
Allergy Injections (per visit)		
Primary Care Physician	\$10 Copay	Not covered
Specialist	\$10 Copay	Not covered
Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	\$100 Copay	Not covered
Medical Pharmacy - Physician-Administered Medications (applies to Office Setting and Specialty Pharmacy Vendors) In-Network Monthly Out-of-Pocket (OOP) Maximum ³		
Preferred	\$200	
Non-Preferred	\$700	
Provider		
Preferred	10%	Not covered
Non-Preferred	30%	Not covered
Physician-Administered Medications – These medications require the administration to be performed by a health care provider. The medications are ordered by a provider and administered in an office or outpatient setting. Physician-Administered medications are covered under the <i>medical</i> benefit. Please refer to the Physician-Administered medication list in the Medication Guide for a list of drugs covered under this benefit.		
Preventive Care		
Routine Adult & Child Preventive Services, Wellness Services, and Immunizations	\$0	Not covered
Mammograms	\$0	Not covered
Colonoscopy (Routine for age 50+ then frequency schedule applies)	\$0	Not covered
Emergency Medical Care		
Urgent Care Centers	\$35 Copay	Not covered
Emergency Room Facility Services (per visit) (copayment waived if admitted)	\$100 Copay	\$100 Copay

¹ DED = Deductible

² PBP = Per Benefit Period

³ In-Network Medical Pharmacy will be paid at 100% for the remainder of the calendar month once OOP max is met.

Florida Blue HMO is a trade name of Health Options, Inc., an HMO affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association. Florida Blue HMO does not discriminate on the basis of race, color, national origin, disability, age, sex, gender identity, sexual orientation, or health status in the administration of the plan, including enrollment and benefit determinations.

BlueCare

For Large Groups

Predictable Cost Health Benefit Plan 56

Summary of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Emergency Medical Care (continued)		
Ambulance Services	10%	10%
Outpatient Diagnostic Services		
Independent Diagnostic Testing Facility Services (per visit) (e.g. X-rays) (Includes Provider Services)		
Diagnostic Services (except AIS)	\$35 Copay	Not covered
Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	\$80 Copay	Not covered
Independent Clinical Lab (e.g., Blood Work)	\$0	Not covered
Outpatient Hospital Facility Services (per visit) (e.g., Blood Work and X-rays)	\$150 Copay	Not covered
Hospital / Surgical		
Ambulatory Surgical Center Facility (ASC)	\$100 Copay	Not covered
Outpatient Hospital Facility Services (per visit)		
Therapy Services	\$55 Copay	Not covered
All other Services	\$150 Copay	Not covered
Inpatient Hospital Facility and Rehabilitation Services (per admit)	\$200 Copay per day (\$1,000 max)	Not covered
Mental Health / Substance Dependency		
Inpatient Hospitalization Facility Services (per admit)	\$0	Not covered
Outpatient Hospitalization Facility Service (per visit)	\$0	Not covered
Emergency Room Facility Services (per visit)	\$0	\$0
Provider Services at Hospital		
Primary Care Physician / Specialist	\$0	Not covered
Provider Services at ER		
Primary Care Physician / Specialist	\$0	\$0
Provider Services at Locations other than Office, Hospital and ER		
Primary Care Physician / Specialist	\$0	Not covered
Outpatient Office Visit		
Primary Care Physician / Specialist	\$0	Not covered
Other Provider Services		
Provider Services at Hospital	\$0	Not covered
Provider Services at ER	\$0	\$0
Radiology, Pathology and Anesthesiology Provider Services at an Ambulatory Surgical Center (ASC)	\$0	Not covered
Provider Services at Locations other than Office, Hospital and ER		
Primary Care Physician	\$15 Copay	Not covered
Specialist	\$35 Copay	Not covered
Other Special Services		
Combined Outpatient Cardiac Rehabilitation and Occupational, Physical, Speech and Massage Therapies and Spinal Manipulations		
Outpatient Rehabilitation Therapy Center	\$35 Copay	Not covered
Outpatient Hospital Facility Services (per visit)	\$55 Copay	Not covered
Durable Medical Equipment, Prosthetics and Orthotics		
Motorized Wheelchair	10%	Not covered
All Other	\$10 Copay	Not covered
Home Health Care	\$0	Not covered

BlueCare

For Large Groups

Predictable Cost Health Benefit Plan 56

Summary of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Other Special Services (continued)		
Skilled Nursing Facility	10%	Not covered
Hospice	10%	Not covered

Preauthorization for select services: Members don't need a referral to see a participating specialist, however authorizations are required for certain services such as CT/MRI scans and select injectables, as well as other medical services like hospitalization, rehabilitation services, home health care, and select durable medical equipment. Ensure members know that **before an appointment** they should visit floridablue.com/Authorization or call the toll-free number on their member ID card to see if a prior authorization is required.

Benefit Maximums	
Home Health Care	60 Visits PBP
Inpatient Rehabilitation Therapy	30 Days PBP
Outpatient Therapy	30 Visits PBP
Spinal Manipulations	30 PBP (accumulates towards the Outpatient Therapy maximum)
Skilled Nursing Facility	45 Days PBP

Additional Benefits and Features

- We encourage you to call the care consultants team at 1-888-476-2227 to find out more about your benefits and/or treatment options. This can help you save time and money.
- You have online access to everything about your health benefit plan as well as all of our self-service tools at floridablue.com.
- Go to floridablue.com, click on **Find a Doctor** and follow the on-screen directions to easily find a doctor in your plan's network and you don't need a referral to see a participating provider.

BlueCare Rx Prescription Drug Program

In the event your Group has purchased pharmacy coverage from Florida Blue HMO, you'll find a Pharmacy Program information sheet enclosed. Please review it carefully, as you'll find it contains an overview of your benefits and how to utilize them.

Should it become necessary, a grievance procedure is available to all Members as detailed in the Master Policy.

This summary is only a partial description of the many benefits and services covered by Florida Blue HMO, an HMO subsidiary of Blue Cross and Blue Shield of Florida, Inc. This does not constitute a contract. For a complete description of benefits and exclusions, please see the Florida Blue HMO BlueCare Benefit Booklet and Schedule of Benefits; its terms prevail.

MEDICAL PLAN*

PLAN NAME ►

Florida Blue **BlueOptions PPO-Style** **Plan 03769**

Network: "BlueOptions"
Out-of-network benefits available

OVERVIEW

Referral Required?
Calendar Year Deductible
Single or Family Deductible
Coinsurance
CY Out of Pocket Maximum

IN-NETWORK

No
\$500 individual / \$1,500 family
Individual
20%
\$3,000 indiv. / \$6,000 family

PHYSICIAN SERVICES

Primary Care Physician
Specialist Physician
Urgent Care Center
Preventative Care Services

MEMBER PAYS

\$25
\$60
\$65
0%

HOSPITAL SERVICES

Inpatient Admission
Outpatient (OP) Surgery
OP Complex Imaging
Emergency Room Visits

MEMBER PAYS

20% after deductible
20% after deductible
20% after deductible
\$300

NON-HOSPITAL SERVICES

Outpatient (OP) Surgery
OP Complex Imaging
Lab Work
X-Ray (Chest, etc.)

MEMBER PAYS

20% after deductible
20% after deductible
\$0
\$50

PRESCRIPTIONS

Tier 1/Tier 2/Tier3
Mail Order (# Days)

MEMBER PAYS

\$10/\$50/\$80
2.5 X copay for 90-day supply

TIERS

Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family

Monthly Premium

\$632.23
\$1,504.70
\$1,163.30
\$1,972.56

Please note: Physician & Surgeon fees may apply in addition to services listed above.

! 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, www.floridablue.com/plancontracts/group. 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 www.floridablue.com/plancontracts/group or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: \$500 Per Person/\$1,500 Family. Out-Of-Network: \$1,500 Per Person/\$4,500 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.	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 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?	Yes. In-Network: \$3,000 Per Person/\$6,000 Family. Out-Of-Network: \$6,000 Per Person/\$12,000 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?	Premium, balance-billed charges, 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. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	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.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

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SBCID: 1446733

! 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
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 Copay per Visit	Deductible + 50% Coinsurance	Physician administered drugs may have higher cost shares.
	Specialist visit	\$60 Copay per Visit	Deductible + 50% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/immunization	No Charge	50% Coinsurance	Physician administered drugs may have higher cost shares. 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)	Independent Clinical Lab: No Charge/ Independent Diagnostic Testing Center: \$50 Copay per Visit	Deductible + 50% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Deductible + 20% Coinsurance	Deductible + 50% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	\$10 Copay per Prescription at retail, \$25 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	\$50 Copay per Prescription at retail, \$125 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	\$80 Copay per Prescription at retail, \$200 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are	Specialty drugs are subject	Not covered through Mail Order. Up to 30 day

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

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

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: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. 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 insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? 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](#).

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

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

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SBCID: 1446733

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)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The plan's overall deductible	\$500	■ The plan's overall deductible	\$500	■ The plan's overall deductible	\$500
■ Specialist Copayment	\$60	■ Specialist Copayment	\$60	■ Specialist Copayment	\$60
■ Hospital (facility) Coinsurance	20%	■ Hospital (facility) Coinsurance	20%	■ Hospital (facility) Coinsurance	20%
■ Other No Charge	\$0	■ Other Coinsurance	20%	■ Other Copayment	\$300
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)		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)		This EXAMPLE event includes services like: Emergency room care (including medical supplies) Diagnostic test (x-ray) Durable medical equipment (crutches) Rehabilitation services (physical therapy)	
Total Example Cost	\$12,800	Total Example Cost	\$7,400	Total Example Cost	\$1,900
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
Cost Sharing		Cost Sharing		Cost Sharing	
Deductibles	\$500	Deductibles	\$0	Deductibles	\$500
Copayments	\$100	Copayments	\$2,600	Copayments	\$600
Coinsurance	\$1,700	Coinsurance	\$0	Coinsurance	\$20
What isn't covered		What isn't covered		What isn't covered	
Limits or exclusions	\$60	Limits or exclusions	\$60	Limits or exclusions	\$0
The total Peg would pay is	\$2,360	The total Joe would pay is	\$2,660	The total Mia would pay is	\$1,120

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

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SBCID: 1446733



BlueOptions 03769
with Rx \$10/\$50/\$80

Coverage Period: 01/01/2017 - 12/31/2017

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual and/or Family | **Plan Type:** PPO



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.floridablue.com/plancontracts/group or by calling 1-800-352-2583. In the event there is a conflict between this summary and your Florida Blue coverage documents the terms and conditions of the coverage documents will control.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	In-Network: \$500 Per Person/ \$1,500 Family. Out-Of-Network: \$1,500 Per Person/ \$4,500 Family. Does not apply to In-Network preventive care.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. In-Network: \$3,000 Per Person/ \$6,000 Family. Out-Of-Network: \$6,000 Per Person/ \$12,000 Family.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. See https://providerssearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers .	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about excluded services .

Questions: Call 1-800-352-2583 or visit us at www.floridablue.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.floridablue.com/plancontracts/group or call 1-800-352-2583 to request a copy.



- **Copays** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **copays** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		In-Network Provider	Out-Of-Network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 Copay	Deductible + 50% Coinsurance	Physician administered drugs may have higher cost shares.
	Specialist visit	\$60 Copay	Deductible + 50% Coinsurance	Physician administered drugs may have higher cost shares.
	Other practitioner office visit	\$60 Copay	Deductible + 50% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/immunization	No Charge	50% Coinsurance	Physician administered drugs may have higher cost shares.
If you have a test	Diagnostic test (x-ray, blood work)	Independent Clinical Lab: No Charge/ Independent Diagnostic Testing Center: \$50 Copay	Deductible + 50% Coinsurance	Tests performed in hospitals may have higher cost share.
	Imaging (CT/PET scans, MRIs)	Deductible + 20% Coinsurance	Deductible + 50% Coinsurance	Prior authorization may be required. Tests performed in hospitals may have higher cost share.
If you need drugs to treat your illness or condition	Generic drugs	\$10 Copay per prescription at retail, \$25 Copay per prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		In-Network Provider	Out-Of-Network Provider	
More information about <u>prescription drug coverage</u> is available at www.floridablue.com/tools-resources/pharmacy-medication-guide .	Preferred brand drugs	\$50 Copay per prescription at retail, \$125 Copay per prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	\$80 Copay per prescription at retail, \$200 Copay per prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier. (retail)	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible + 20% Coinsurance	Deductible + 50% Coinsurance	—none—
	Physician/surgeon fees	Ambulatory Surgical Center: \$60 Copay/ Hospital: \$100 Copay	Ambulatory Surgical Center: Deductible + 50% Coinsurance/ Hospital: \$100 Copay	—none—
If you need immediate medical attention	Emergency room services	\$300 Copay	\$300 Copay	—none—
	Emergency medical transportation	Deductible + 20% Coinsurance	In-Network Deductible + 20% Coinsurance	—none—
	Urgent care	\$65 Copay	Deductible + \$65 Copay	—none—
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible + 20% Coinsurance	Deductible + 50% Coinsurance	Inpatient Rehab Services limited to 30 days.
	Physician/surgeon fee	\$100 Copay	\$100 Copay	—none—
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	No Charge	50% Coinsurance	—none—
	Mental/Behavioral health inpatient services	No Charge	Physician Services: No Charge/ Hospital: 50% Coinsurance	—none—
	Substance use disorder outpatient services	No Charge	50% Coinsurance	Option 2 hospitals may have higher cost shares.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		In-Network Provider	Out-Of-Network Provider	
	Substance use disorder inpatient services	No Charge	Physician Services: No Charge/ Inpatient Hospital: 50% Coinsurance	—none—
If you are pregnant	Prenatal and postnatal care	\$60 Copay	Deductible + 50% Coinsurance	—none—
	Delivery and all inpatient services	Physician Services: \$100 Copay/ Hospital: Deductible + 20% Coinsurance	Physician Services: \$100 Copay/ Hospital: Deductible + 50% Coinsurance	—none—
If you need help recovering or have other special health needs	Home health care	Deductible + 20% Coinsurance	Deductible + 50% Coinsurance	Coverage limited to 20 visits.
	Rehab services	\$60 Copay	Deductible + 50% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost share.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible + 20% Coinsurance	Deductible + 50% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible + 20% Coinsurance	Deductible + 50% Coinsurance	—none—
	Hospice service	Deductible + 20% Coinsurance	Deductible + 50% Coinsurance	—none—
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	Not Covered
	Glasses	Not Covered	Not Covered	Not Covered
	Dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)	
• Acupuncture • Bariatric surgery • Cosmetic surgery • Dental care (Adult) • Habilitation services	• Pediatric glasses • Private-duty nursing • Routine eye care (Adult) • Routine foot care unless for treatment of diabetes • Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-352-2583. You may also contact your state insurance department at 1-877-693-5236, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

For more information on your rights to a grievance or appeal, contact the insurer at 1-800-352-2583. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or your state insurance department at 1-877-693-5236.

For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-352-2583.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-352-2583.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-352-2583.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-352-2583.

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

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,140
- Patient pays \$1,400

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Lab tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$500
Copays	\$100
Coinsurance	\$600
Limits or exclusions	\$200
Total	\$1,400

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,050
- Patient pays \$1,350

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Lab tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$70
Copays	\$1,200
Coinsurance	\$0
Limits or exclusions	\$80
Total	\$1,350

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.
- If the SBC includes both individual and family coverage tiers, the coverage examples were completed using the per-person deductible and out-of-pocket limit on page 1.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copays**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Questions: Call 1-800-352-2583 or visit us at www.floridablue.com.

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Florida Blue is a trade name of Blue Cross and Blue Shield of Florida, Inc., an Independent Licensee of the Blue Cross and Blue Shield Association.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copays**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Nondiscrimination and Accessibility Notice (ACA §1557)

Florida Blue and Florida Blue HMO comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Florida Blue and Florida Blue HMO does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue and Florida Blue HMO:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
 - Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact 1-800-352-2583.

If you believe that Florida Blue and Florida Blue HMO has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Senior Manager of Business Ethics at 4800 Deerwood Campus Parkway, DC1-7, Jacksonville, FL 32246, by phone at 1-800-477-3736 X56300 (TTY:1-800-955-8770), by fax at 904-357-8203, or email compass@floridablue.com.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Senior Manager of Business Ethics is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue SW.
Room 509F, HHH Building
Washington, DC 20201
1-800-868-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

Have a disability? Speak a language other than English? Call to get help for free. [1-800-352-2583] (TTY: 1-800-955-8770)

¿Habla español? ¿Tiene alguna discapacidad? Llame para obtener ayuda de forma gratuita al [1-800-352-2583] (TTY: 1-800-955-8773)

Èske w pale kreyòl ayisyen? Èske w andikape? Rele nou pou w jwenn èd gratis. [1-800-352-2583] (pou moun ki tandè di: 1-800-955-8770)

Quý vị nói tiếng Việt? Quý vị bị khuyết tật? Hãy gọi trợ giúp miễn phí. [1-800-352-2583] (TTY: 1-800-955-8770)

Você fala português? Tem alguma deficiência? Telefone para obter assistência. [1-800-352-2583] (TTY: 1-800-955-8770)

您会讲中文吗？是否为伤残人士？如需帮助，请拨打我们的免费电话：[1-800-352-2583] (TTY: 1-800-955-8770)

Vous parlez français ? Vous avez une incapacité ? Appelez pour recevoir une assistance gratuite. [1-800-352-2583] (TTY: 1-800-955-8770)

Nagsasalita ng Tagalog o Filipino? May kapansanan? Tumawag para sa libreng tulong. [1-800-352-2583] (TTY: 1-800-955-8770)

Вы говорите по-русски? Вы являетесь инвалидом? Свяжитесь с нами для получения бесплатной помощи по телефону [1-800-352-2583] (телетайп: 1-800-955-8770)

(1-800-955-8770) هل تتحدث (العربية)؟ هل لديك إعاقة؟ اتصل للحصول على مساعدة مجانية. [1-800-352-2583] (التواصل للذين يعانون من مشاكل في السمع: 1-800-955-8770)

Parli italiano? Hai una disabilità? Chiama per un'assistenza gratuita. [1-800-352-2583] (TTY: 1-800-955-8770)

Sprechen Sie deutsch? Haben Sie eine Behinderung? Rufen Sie an, um kostenlos Hilfe zu erhalten. [1-800-352-2583] (TTY: 1-800-955-8770)

한국어 통역이 필요하세요? 장애가 있나요? 전화하시면 무료로 도와드립니다. [1-800-352-2583] (TTY: 1-800-955-8770)

Mówi po polsku? Czy ma niepełnosprawność? Zadzwoń po bezpłatną pomoc. [1-800-352-2583] (TTY: 1-800-955-8770)

ગુજરાતી બોલો છો? અક્ષમતા ધરાવો છો? મફત સહાયતા મેળવવા ફોન કરો. [1-800-352-2583] (TTY: 1-800-955-8770)

พูดภาษาไทยได้? เป็นผู้พิการหรือไม่? โทรแจ้งขอรับคำปรึกษาได้ฟรีที่ [1-800-352-2583] (หมายเลขโทรศัพท์สำหรับผู้พิการทางกาย: 1-800-955-8770)

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Summary of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Financial Features		
Deductible (DED¹) (PBP²) (DED is the amount the member is responsible for before Florida Blue pays)	\$500 per person \$1,500 per family	\$1,500 per person \$4,500 per family
Coinsurance (Coinsurance is the percentage the member pays for services)	20% of the allowed amount	50% of the allowed amount
Out-of-Pocket Maximum (PBP) (Out-of-Pocket Maximum includes DED, Coinsurance, Copayments and Prescription Drugs)	\$3,000 per person \$6,000 per family	\$6,000 per person \$12,000 per family
Office Services		
Physician Office Services Primary Care Physician Specialist Convenient Care e-Office Visit	\$25 Copay \$60 Copay \$25 Copay \$10 Copay	50% after Deductible 50% after Deductible 50% after Deductible 50% after Deductible
Maternity (Cost Share for initial visit only) Primary Care Physician Specialist	\$25 Copay \$60 Copay	50% after Deductible 50% after Deductible
Allergy Injections (per visit) Primary Care Physician Specialist	\$10 Copay \$10 Copay	50% after Deductible 50% after Deductible
Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	20% after Deductible	50% after Deductible
Medical Pharmacy - Physician-Administered Medications (applies to Office Setting and Specialty Pharmacy Vendors) In-Network Monthly Out-of-Pocket (OOP) Maximum ³ Provider	\$200 20%	50% after Deductible
Physician-Administered Medications – These medications require the administration to be performed by a health care provider. The medications are ordered by a provider and administered in an office or outpatient setting. Physician-Administered medications are covered under the <i>medical</i> benefit. Please refer to the Physician-Administered medication list in the Medication Guide for a list of drugs covered under this benefit.		
Preventive Care		
Routine Adult & Child Preventive Services, Wellness Services, and Immunizations	\$0	50%
Mammograms	\$0	\$0
Colonoscopy (Routine for age 50+ then frequency schedule applies)	\$0	\$0
Emergency Medical Care		
Urgent Care Centers	\$65 Copay	\$65 Copay after Deductible
Emergency Room Facility Services (per visit) (copayment waived if admitted)	\$300 Copay	\$300 Copay ⁴
Ambulance Services	20% after Deductible	20% after In-Network Deductible

¹ DED = Deductible

² PBP = Per Benefit Period

³ In-Network Medical Pharmacy will be paid at 100% for the remainder of the calendar month once OOP max is met.

⁴ If admitted as an Inpatient from the Emergency Room member pays Out-of-Network DED and In-Network Emergency Room Copay.

Note: Out-of-Network services may be subject to balance billing.

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BlueOptions

For Large Groups

Predictable Cost Health Benefit Plan 03769

Summary of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Outpatient Diagnostic Services		
Independent Diagnostic Testing Facility Services (per visit) (e.g. X-rays) (Includes Provider Services) Diagnostic Services (except AIS) Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	\$50 Copay 20% after Deductible	50% after Deductible 50% after Deductible
Independent Clinical Lab (e.g., Blood Work)	\$0	50% after Deductible
Outpatient Hospital Facility Services (per visit) (e.g., Blood Work and X-rays) Option 1 Option 2	20% after Deductible 20% after Deductible	50% after Deductible 50% after Deductible
Hospital / Surgical		
Ambulatory Surgical Center Facility (ASC)	20% after Deductible	50% after Deductible
Outpatient Hospital Facility Services (per visit) Therapy Services Option 1 Option 2 All other Services Option 1 Option 2	\$45 Copay \$60 Copay 20% after Deductible 20% after Deductible	50% after Deductible 50% after Deductible 50% after Deductible 50% after Deductible
Inpatient Hospital Facility and Rehabilitation Services (per admit) Option 1 Option 2	20% after Deductible 20% after Deductible	50% after Deductible ⁴ 50% after Deductible ⁴
Mental Health / Substance Dependency		
Inpatient Hospitalization Facility Services (per admit) Option 1 and Option 2	\$0	50% ⁴
Outpatient Hospitalization Facility Service (per visit) Option 1 and Option 2	\$0	50%
Emergency Room Facility Services (per visit)	\$0	\$0
Provider Services at Hospital and ER Primary Care Physician / Specialist	\$0	\$0
Provider Services at Locations other than Office, Hospital and ER Primary Care Physician / Specialist	\$0	50%
Outpatient Office Visit Primary Care Physician / Specialist	\$0	50%
Other Provider Services		
Provider Services at Hospital and ER	\$100 Copay	\$100 Copay
Radiology, Pathology and Anesthesiology Provider Services at an Ambulatory Surgical Center (ASC)	\$60 Copay	\$60 Copay
Provider Services at Locations other than Office, Hospital and ER Primary Care Physician Specialist	\$25 Copay \$60 Copay	50% after Deductible 50% after Deductible
Other Special Services		
Combined Outpatient Cardiac Rehabilitation and Occupational, Physical, Speech and Massage Therapies and Spinal Manipulations Outpatient Rehabilitation Therapy Center Outpatient Hospital Facility Services (per visit) Option 1 Option 2	\$60 Copay \$45 Copay \$60 Copay	50% after Deductible 50% after Deductible 50% after Deductible
Durable Medical Equipment, Prosthetics and Orthotics	20% after Deductible	50% after Deductible
Home Health Care	20% after Deductible	50% after Deductible

BlueOptions

For Large Groups

Predictable Cost Health Benefit Plan 03769

Summary of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Other Special Services (continued)		
Skilled Nursing Facility	20% after Deductible	50% after Deductible
Hospice	20% after Deductible	50% after Deductible

Important: To ensure quality care and to help you get the most value from your plan benefits, for certain medical services you need to get an approval from Florida Blue before your service or you'll have to pay the entire cost for the service. Before an appointment, visit floridablue.com/Authorization or call the toll-free number on your member ID card to see if a prior approval is needed and your next steps.

Benefit Maximums	
Home Health Care	20 Visits PBP
Inpatient Rehabilitation Therapy	30 Days PBP
Outpatient Therapy	35 Visits PBP
Spinal Manipulations	26 PBP (accumulates towards the Outpatient Therapy maximum)
Skilled Nursing Facility	60 Days PBP

Additional Benefits and Features

- We encourage you to call the care consultants team at 1-888-476-2227 to find out more about your benefits and/or treatment options. This can help you save time and money.
- You have online access to everything about your health benefit plan as well as all of our self-service tools at floridablue.com.
- Go to floridablue.com, click on Find a Doctor and follow the on-screen directions to easily find a doctor in your plan's network and you don't need a referral to see a participating provider.

BlueScript Prescription Drug Program

In the event your Group has purchased pharmacy coverage from Florida Blue, you'll find a Pharmacy Program information sheet enclosed. Please review it carefully, as you'll find it contains an overview of your benefits and how to utilize them. Important Note: Your health plan may include prescription drug coverage that only provides coverage at Exclusive Pharmacies except for emergency situations.

Access to Our Strong Networks

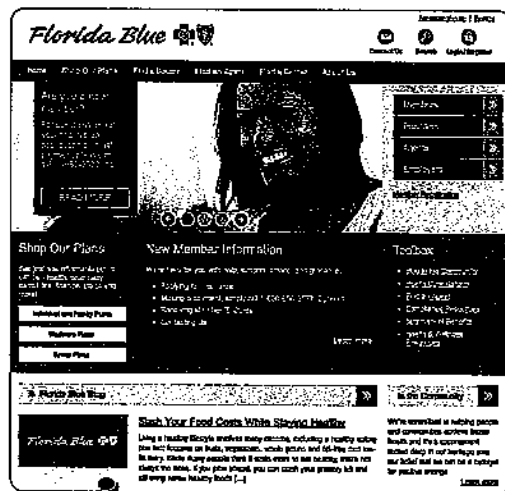
NetworkBlueSM is the Preferred Provider Network designated as "In-Network" for BlueOptions. While In-Network providers remain the best value, members are still protected from balance billing if they go Out-of-Network to someone who is part of our Traditional Provider Network. You may also receive out-of-state coverage through the BlueCard[®] Program with access to the participating providers of independent Blue Cross and/or Blue Shield organizations across the country.

Physician Discount

Many NetworkBlue physicians offer BlueOptions members a rate which is at least 25 percent below the usual fees charged for services that are not Covered Services under your health plan. By taking advantage of this discount, you get the care you need from the doctor you trust. However, Florida Blue does not guarantee that a physician will honor the discount. Since you pay out-of-pocket for any non-covered services, it's your responsibility to discuss the costs and discounted rates for non-covered services with your physician before you receive services. 'Physician Discount' is not part of your insurance coverage or a discount medical plan. For more information, please refer to the online Provider Directory at floridablue.com.

This is not an insurance contract or Benefit Booklet. This Benefit Summary is only a partial description of the many benefits and services provided or authorized by Florida Blue. This does not constitute a contract. For a complete description of benefits and exclusions, please see the Florida Blue BlueOptions Benefit Booklet and Schedule of Benefits; its terms prevail.

 **FloridaBlue.com** is at **your** service



Wherever you go, whenever you need it, you have access to your Florida Blue personal health care information.

As a member, you can log in anytime and find everything you need to know about your health plan, plus free tools and resources.

If you haven't already registered—it's easy!

Just visit **FloridaBlue.com**. All you need is your member number (located on your member ID card). You'll have access to all the information you need to take control of your health—right at your fingertips!

FloridaBlue.com gives you personal health information when **you** need it.

- ▶ Review your **plan benefits** and find out where you stand with your deductible.
- ▶ Find a **doctor or hospital** in your plan's network and details such as hospital quality ratings, or special programs doctors participate in, the doctor's age and gender, and reviews by patients.
- ▶ **Compare** and estimate **your costs** for office visits, imaging services and surgeries so you **know before you go**.
- ▶ **Compare drug prices** with the Pharmacy Shopping Tool.
- ▶ **View claim activity**, status and history.
- ▶ Create a **Personal Health Record** so your doctor visits and lab results are all in one secure place.
- ▶ Access your monthly **health statement**—which gives you an overview of savings, claims and expenses.
- ▶ Print a temporary **ID card** or request a new member ID card.
- ▶ Take your **Personal Health Assessment** to get a clear picture of your health status and create action plans that work with your personal needs and lifestyle.
- ▶ Use the **Health Assistant** to set personal health goals, choose activities, create plans and track your progress in areas like exercise, nutrition, stress and weight management.
- ▶ Research **health topics from A-Z** with the aid of pictures, videos and a variety of tools.
- ▶ Get access to health-related **member discounts** such as gym memberships, weight loss programs, vision and hearing care.

And remember, we're here to answer any questions you may have. Just call the toll-free number on the back of your member ID card!

Florida Blue 
In the pursuit of health[®]



Florida Blue is a trade name of Blue Cross and Blue Shield of Florida, Inc., an Independent Licensee of the Blue Cross and Blue Shield Association.

68692 0214R

Visit **FloridaBlue.com** to **Register** and **Log In**

[Home](#)
[Shop Our Plans](#)
[Find a Doctor](#)
[Find an Agent](#)
[Find a Center](#)
[About Us](#)

[Contact Us](#)
[Search](#)
[Login/Register](#)

Florida Blue Health Snap

Answer your health care questions and get the answers you need.

[Shop Wellness Products](#)

Members

[Procedures](#)

[Agents](#)

[Employers](#)

[Member Registration](#)

Shop Our Plans

See how a new membership plan can help - health planning is your life. Choose the plan that works best for you.

[Individual and Family Plans](#)

[Medicaid Plans](#)

[Group Plans](#)

Florida Blue Membership Perks

You get more than just health care coverage with a Florida Blue Membership. You get:

- Discount rates on prescription drugs, health care services, and more
- Group and corporate rates for health care services and products. Now, even you get
- Member perks - by phone, email and in person at our Florida Blue Centers.

[Learn more](#)

Toolbox

- [Live in the Community](#)
- [Health Care System](#)
- [Exchange](#)
- [City Living Navigation](#)
- [Services and Benefits](#)

To log in, simply enter your
User ID and **Password**.

Close (esc) X

Login

I am a:

☐ Member	☐ Apprentice	☐ Agent	☐ Employer
------------------------------	----------------------------------	-----------------------------	--------------------------------

User ID:

Password:

Member Portal Login

[Register](#) | [Forgot User ID or Password?](#)

Step 1: To register, you'll need your **Member Number** (shown on your ID card) and a **valid email address**.

New User Registration

User Information

Welcome to new user registration. Once your plan is in effect, register below to access benefits, claims, cost estimates, ID cards, exclusive member savings, and more.

NOTE: All fields are required to create your user account and trust match what we have on file.

Member Number:

First Name:

Last Name:

Date of Birth: Jan 1, 1981

Date format: mm/dd/yyyy

Zip Code:

Need Help?

For Members:
If you are having problems logging in or registering, call our Member Help Line: 1-800-FLA-BLUE (352-2583)
TTY/TDD Call Us

For your security, please enter the 6-character alpha numeric verification code.

admsd
Can't read what? [Refresh](#)

Step 2: Fill in all of the boxes and click **Continue**.

Florida Blue 

In the pursuit of health[®]

Action Required: Please confirm your e-mail address.

Dear YOUR NAME,

Thank you for providing your email address. We may use this email address to send you future notifications of online activity.

Important Next Step:

To ensure your security and privacy, please click below and log in to confirm your email address is correct.

[Confirm your email address](#)

Note: If you are not able to click the button above, please copy the entire web address at the bottom of this message, paste it into your browser's address field, and click Go or press Enter.

This is an automated email that does not accept replies or forwarded emails.

Step 3: Look for an email from us. In the email, click on **"Confirm your email address"** to confirm your identity. Check your spam or junk mail if you don't see the email. **Your registration is complete. Now you can log in!**

Florida
Blue  

In the pursuit of health*

Florida Blue mobile

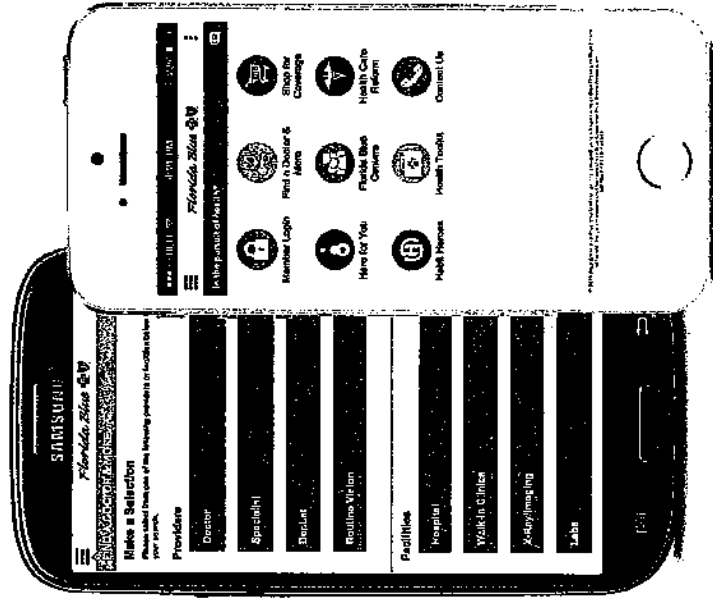
Need it. Find it. Go.

For everyone —

members and non-members.

- ▶ Access health information and tools on the go.
- ▶ Works on any Smartphone — iPhone®, Android® and even the iPad®.
- ▶ Just type in **FloridaBlue.com** from your **mobile browser** or download the **FREE** app for your iPhone or Android!

Save Time. Save Money. Stay Healthy.



Florida Blue

In the pursuit of health™

Florida Blue mobile

Need it. Find it. Go.

Save Time.

- ▶ Get your plan details such as deductibles, HSA balance and claims — on the go
- ▶ Get a picture of your Member ID card
- ▶ Locate doctors in your plan from wherever you are

Save Money.

- ▶ Compare drug prices on the spot and map the nearest pharmacy
- ▶ Get connected to a person who can help you manage your out-of-pocket costs and find quality care
- ▶ Shop for affordable health plans and get a quote instantly

Stay Healthy.

- ▶ Take charge of your health with the health toolkit
- ▶ Download Habit Heroes, an action-packed comic book



Scan with any QR Code app from your mobile phone to visit the **FloridaBlue.com** mobile site.



Get the app for your iPhone or Android—it's free.

Florida Blue

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Florida Blue is an Independent Licensee of the Blue Cross and Blue Shield Association. 69517 0514R

Don't pay more than you should— Shop, compare and save money.

Side 1

You have choices when it comes to the cost of your health care.

- The quality and price of medical services can vary depending on where you go for office visits, imaging services, and surgery, including inpatient and outpatient care.
- Compare quality and cost before you go, and then decide what's best for your care.
- Cost estimates are based on your plan and where you stand with your deductible.¹ Your costs are lower after your deductible is met—pay only coinsurance or a copay for in-network services.
- To get cost estimates, simply log in at FloridaBlue.com and select **Compare Medical Costs** under **Tools**.

Check doctor ratings.

- See patient reviews on important factors like trust, communication, availability and environment.
- To read reviews, log in at FloridaBlue.com. Once you find a doctor using the search tool, click **Details** and then **See Patient Reviews**.

We're here to help:



Click

Log in at FloridaBlue.com.



Call

a Care Consultant at 1-888-476-2227.



Visit

us in person at a **Florida Blue Center** near you. Visit FloridaBlue.com for locations.

Surgery Cost Example*

Inpatient or Outpatient Select back, leg, pelvis & more!	Cost Range Your actual cost can be estimated by a Care Consultant
Health Care Facility A	\$21,710 - \$24,423
Health Care Facility B	\$17,752 - \$19,970
Health Care Facility C	\$13,197 - \$15,395

Imaging Cost Example*

MRI, Scan or X-ray Select ankle, back, foot & more!	Your cost Before your deductible is met
Imaging Facility A	\$797
Imaging Facility B	\$689
Imaging Facility C	\$1,569

Office Visit Cost Example*

Primary or Specialist Select allergy, cardiology, dermatology & more!	Your cost Before your deductible is met
Health Care Provider A	\$181
Health Care Provider B	\$326
Health Care Provider C	\$177

*On FloridaBlue.com, you'll also see a detailed cost break down, plus the health care provider or facility name, phone number, address, credentials, quality programs, approvals if needed, and patient ratings when available.

¹ Since surgery may involve multiple services and health care providers, you'll be able to compare cost ranges and then speak to our Care Consultants for actual cost estimates based on your plan.

Florida Blue

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Side 2:



Get answers...and compare drug costs
based on your plan.

- | Prices are for: John Doe | |
|---|---|
| Drug Name | WALGREENS #1517
850 A 1 NORTH
PONTE VEDRA FL 32082
[X] View It [X] Remove It |
| | Total Estimated Cost Your Estimated Cost |
| ☒ LEITOR
(30) TABLET - 400MG | Step Therapy required |
| ☒ CELIA
(30) TABLET - 100MG | Step Therapy required |
| ☒ NESPOIN
(30) Tablet Extended Release - 500MG | \$72.53 \$30.00 |
| ☒ CRESTOR
(30) TABLET - 10MG | Step Therapy required |
| ☒ COMBINATION sodium
(30) Tablet - 400MG | \$7.41 \$7.41 |
| ☒ TRICOR XL
(30) Tablet - 400MG | \$6.10 \$6.10 |
| ☒ PRIVILEGE
(30) Tablet - 400MG | \$5.85 \$5.85 |
| ☒ Brand Drug ☒ Brand Therapeutic ☒ Replace with generic prescription online
☒ Generic Drug ☒ Generic Therapeutic ☒ Prescription may not contain brand name to submit was checked for match (PDR) | |



a Care Consultant at 1-888-476-2227.



Log in at **FloridaBlue.com**. Select **Compare Drug Prices** under Tools

Step 3: Compare prices and lower cost options, when available. Plus, see when Step Therapy, Prior Authorization or other requirements apply.



us in person at a **Florida Blue Center** near you. Visit **FloridaBlue.com** for locations.

72211 0514

Section A: Current Information

Group Name:				Group #:			Division #:		Package #:	
Effective Date of Coverage:		Date of Hire:	Location #:	Employee #:		Job Title:				
Work Status:		☐ Actively at Work	☐ Cobra	☐ Retired	Retirement Date:			Paid: ☐ Hourly ☐ Salary		☐ Open Enrollment

Section B: Employee Information

Social Security #:	Last Name:	First Name:	M.I.:	Birth Date:	Sex: ☐ M ☐ F
Street Address:		Apt. #:	City:	State:	Zip:
County:	Phone:	Marital Status: ☐ Single ☐ Married ☐ Divorced ☐ Widowed ☐ Legally Separated			
Physician Name / ID # <i>HMO only</i> :	Existing Patient: ☐ Yes ☐ No	Language of Preference: <i>optional - for data collection purposes only</i> ☐ English ☐ Spanish ☐ Other _____ ☐ Prefer not to answer			

Ethnicity *optional*
Check all that apply: ☐ Asian/Pacific Islander ☐ Black/African American ☐ Caribbean Islander ☐ Hispanic ☐ Native American ☐ White

Section C: Health Coverage Level and Plan Information

Employee Health Coverage: ☐ Employee ☐ *Employee & Spouse ☐ *Employee & One Dependent ☐ *Employee & Child(ren) ☐ Family
**When available*

☐ BlueOptions Plan # _____	☐ BlueChoice (PPO) Plan # _____	☐ BlueCare (HMO) Plan # _____
☐ BlueSelect Plan # _____	☐ Other Plan # _____	

☐ I am Refusing all Health Coverage at this time. I understand that if I decide to apply later coverage may not be available until the next open or special enrollment period. Signature: _____ Date: _____

Section D: Vision Coverage Level and Plan Information

Employee Vision Coverage: ☐ Employee ☐ *Employee & Spouse ☐ *Employee & One Dependent ☐ *Employee & Child(ren) ☐ Family

Vision Plan Choice:

☐ I am Refusing all Vision Coverage at this time. I understand that if I decide to apply later coverage may not be available until the next open or special enrollment period. Signature: _____ Date: _____

Section E: Dependent Information *Attach separate sheet, if additional space is needed, with dependent information, sign & date.*

Last Name: (if different than employee) First Name, M.I.	Social Security Number:	Birth Date:	Relation to You					Plan Type		Check if Disabled	Physician Name/ID HMO only	Existing Patient (Y/N)	Dependent			Ethnicity <i>optional</i> Circle all that apply.						
			Spouse (S)	Child (C)	Domestic Partner (DP)	Domestic Part. Child (DPC)	Other (O)*	Health	Vision				Sex (M or F)	You Support	Lives With You	Is a Student	A) Asian/Pacific Islander	B) Black/African American	C) Caribbean Islander	H) Hispanic	N) Native American	W) White
								☐	☐	☐			☐	☐	☐	A	B	C	H	N	W	
								☐	☐	☐			☐	☐	☐	A	B	C	H	N	W	
								☐	☐	☐			☐	☐	☐	A	B	C	H	N	W	
								☐	☐	☐			☐	☐	☐	A	B	C	H	N	W	

List the name of each dependent listed above that is married or has dependent child(ren) or lives outside of Florida.

* If you indicated "O" in "Relation to You" above for any dependents, please explain here:

Section F: Other Health Insurance Information *This section must be completed for claims processing and Prior Coverage Information*

In addition to this policy, do you or your dependents have any other insurance coverage (including Florida Blue plans) that will be in effect after this coverage begins? ☐ Yes ☐ No

Florida Blue Contract # _____ Medicare # _____ Pharmacy/Medicare D # _____

Complete the following only if this is the first time you or your dependents: (1) are enrolling for health insurance with this employer; (2) currently have health coverage; and/or (3) have any health coverage in the past 12 months that this coverage replaces OR you can attach a Certificate of Creditable Coverage.

Prior Health Carrier Name: _____ Contract #: _____ Effective Date: _____

Prior Employee Hire Date: _____ Cancel Date: _____ List names of all family members that were covered, including yourself: _____

I understand that any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Signature: _____ Date: _____

Section G: Acceptance of Coverage**Plan Coverage Terms**

I hereby apply for the coverage/membership that is selected on this form. My employer has selected health and/or vision coverage through Florida Blue and/or HMO coverage through Florida Blue HMO.

I authorize my employer to deduct from my earnings my premium contribution, if any. I understand all of the following:

1. If my coverage/membership is to be issued and continued, I must meet all the group contract's requirements;
2. If my dependents' coverage/membership, if any, is to be issued and continued, my dependents must meet all the group contract's requirements;
3. If I must pay part or all of the premium, coverage/membership shall not become effective until Florida Blue and/or Florida Blue HMO accepts this application and assigns an effective date.

I understand that membership granted to persons herein shall be subject to all provisions and limitations of the group contract.

I am aware that a change in coverage of dependents may affect the amount deducted from any wages (if any) for coverage/membership, and I hereby authorize such a change.

If I am enrolling in a high-deductible health plan designated for use with a Health Savings Account (HSA) under Internal Revenue Service Code section 223, I recognize and authorize Florida Blue to exchange certain limited information obtained from this application with its preferred financial partner(s) for the purposes of initial enrollment in, and administration of, HSAs.

I understand that if I am enrolling in an HSA qualified High Deductible Health Plan and I elect to receive Prior Carrier Credit under Florida law, my plan may no longer qualify as an HSA compatible plan.

General Terms

I AGREE that in the event of any controversy or dispute between Florida Blue and/or Florida Blue HMO, I and my dependents must exhaust the appeal and/or grievance processes in the benefit/member handbook issued to me.

I understand that my employer is not an agent of Florida Blue and/or Florida Blue HMO. I also understand that my employer is responsible for notifying all employees of: 1. Effective dates; 2. All termination dates; 3. Any conversion, COBRA or ERISA rights or responsibilities; and 4. All other matters pertaining to coverage/membership under the group contract.

When an overpayment is made, I authorize Florida Blue and/or Florida Blue HMO to recover the excess from any person or entity that received it.

I acknowledge that Florida Blue and/or Florida Blue HMO coverage/membership is contingent upon the complete, accurate disclosure of the information requested on this form.

I acknowledge that, if I apply for Florida Blue and/or Florida Blue HMO coverage/membership later, coverage/membership may not be available until the next annual open enrollment or special enrollment period. I acknowledge that any applicable credit toward a health care Pre-existing Condition Exclusion Period is contingent upon the complete and accurate disclosure of information.

I represent that the statements on this application are true and complete to the best of my knowledge and belief.

I understand and agree that misrepresentations, omissions, concealment of facts, or incorrect statements may result in denial of benefits and/or termination of coverage/membership. I agree to be bound by the group contract's terms and conditions.

Signature: _____ Date: _____

Health and vision insurance is offered by Blue Cross and Blue Shield of Florida, Inc., D/B/A Florida Blue. HMO coverage is offered by Health Options, Inc., D/B/A Florida Blue HMO, an HMO affiliate of Florida Blue. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

AGENDA ITEM REPORT

November 13, 2017

ITEM NUMBER: 19.

ITEM: Discussion and input requested by Town Manager Wasson regarding the draft Address Verification Plan agreement between the Town and the School Board.

DESCRIPTION:

The Town Manager requests that Council Members discuss and provide input regarding the draft agreement. The final document will be on the January 2018 agenda for approval.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
 Ronald Wasson, Town Manager

ATTACHMENTS

1.	Address Verification	Address Verification Plan 4th draft 11-2-17.docx
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PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

This Program Grant Agreement for the Town of Bay Harbor Islands Address Verification Plan ("Agreement") is entered into this _____ day of _____, 2017, by and between the Town of Bay Harbor Islands, a Florida municipal corporation (hereinafter referred to as the "Town"), and the School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the "School Board").

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the School Board and the Town agree as follows:

Section 1. Implementation of Address Verification Plan

(a) The School Board and the Town agree that commencing March 1, 2018 and continuing during the term hereof, the parties hereto shall implement the Town of Bay Harbor Islands Address Verification Plan ("the Plan") in accordance with School Board Policy 5112 for school year ending June 30, 2019, as set forth in Exhibit "A" hereto. Any amendments to the Plan must be agreed to in writing by the parties hereto. This Agreement shall automatically renew for the 2018-2019 school year. The funding amounts shall be finalized ninety days prior to the commencing of the school year.

(b) The School Board agrees to administer the Plan commencing on March 1, 2018 at the school. The address verification program will only apply to the new students entering the school in each of the years outlined herein this agreement.

(c) Throughout the 2017-2018 school year and at least 30 days before the commencement of the 2018-2019 school year, the School Board shall provide the Town the number students enrolled in the school broken down by the aggregate number of students by grade level living inside and outside the boundary, and number of **approved** out of boundary students. The School Board shall provide monthly written reports to the Town regarding the progress and results of the implementation of the Plan. The report shall break down the data for the school on attendance boundary. The parties agree such reports and the activities related to this Agreement shall comply with the Federal Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and the Florida Education Code and School Board Policies and Procedures. The parties hereto hereby acknowledge and agree that student data will not be provided to the Town.

1. The written reports shall include the following information, if applicable:
 - a. Number of letters mailed to students enrolled
 - b. Number of letters returned after mailing
 - c. Number of students residing outside the boundaries
 - d. Number of transfer students
 - e. Number of students transferred to their home school

f. Number of students granted an exemption

(d) The parties hereto hereby acknowledge and agree that the children of active military personnel assigned to the Department of the Army, United States Southern Command who attend Miami-Dade County public school shall have equal priority, for enrollment purposes, with the students that reside in the attendance boundaries of the school. t.

(e) For the purpose of this Agreement, the term residence and/or address mean the home location where the student and a parent (if applicable) are primarily living. Parents is defined as either or both biological or adoptive parent(s) of the student, the student's legal guardian, a person in a parental relationship to the student, or a person exercising supervisory authority over the student in place of the parent, pursuant to Section 1000.21(5), Florida Statutes.

(f) For the purpose of this Agreement, obtaining a temporary address within the boundary of the school shall not be considered a valid residency, unless the student demonstrates that the address is his or her primary address. Primary residence and/or address means the home in which the student and a parent (if applicable) lives most of the time.

(g) Address Verification letters shall be mailed to students by certified mail at the expense of the Town.

Section 2. Funding

(a) The Parties hereto agree that School Board utilize the Lexis Nexis Program for address verification purposes the Town shall reimburse the School Board for all expenses related the utilization of the Program. The School Board shall obtain consent from the Parents/Guardians prior to conducting a search. All results obtained based on a search conducted utilizing the program must be verified prior to taking further action.

(b) The parties hereto agree that the School Board shall have no financial obligation or liability in connection with the Plan. If the Town Council fails to allocate Adequate Funding for the Plan in any given fiscal year, the School Board shall have no obligation to carry out the Plan.

Section 3. Resolution of Disputes

If the parties to this Agreement are unable to resolve any issue in which there may be a disagreement covered in or concerning their respective rights, duties or responsibilities under this Agreement, the parties will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as amended from time to time, or any other

mutually acceptable means of alternative dispute resolution. Each party shall bear their own attorney's fees and costs.

Section 4. Effective Date and Term

This Agreement shall become effective upon execution by the School Board and the Town, ("Effective Date"), and shall remain in full force and effect for the duration of this agreement terminating on June 30, 2019. This Agreement may be cancelled by either party provided that sixty (60) days' notice is provided. The School Board may terminate this agreement with thirty (30) days' notice if the Town fails to provide Funding. This Agreement may be extended upon the mutual consent of the parties to this Agreement for an additional two (2) school years, on the same terms and conditions as provided herein, provided that the party seeking an extension gives written notice to the other parties of such intent to extend no later than ninety (90) days prior to the expiration of the then current term, and the other parties agree in writing to such extension. The Town's financial obligation shall end upon the termination of this Agreement. If the Town is required to make a lump sum payment to cover its financial obligation, the Town is entitled to a refund if Agreement is terminated prior to the end of school year 2018-2019. The funding for renewal periods shall be finalized ninety (90) days prior to commencement of school year.

Section 5. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 6. Notice and General Condition

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Phone: 305-866-6241
Fax: 305-866-4863

cc: Craig Sherman
Town Attorney
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL. 33154
Phone: 305-866-6241
Fax: 305-866-4863

Superintendent
The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

Copy to:
School Board Attorney
1450 N.E. 2nd Avenue, Room 430
Miami, Florida 33132
Phone: 305-995-1304
Fax: 305-995-1412

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

Section 7. Merger Clause

This Agreement, together with the Exhibits hereto, sets forth the entire agreement between the parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, then this Agreement will prevail.

Section 8. Counterparts Clause

This Agreement may be executed in counterparts and facsimiles shall constitute best evidence for all purposes.

Section 9. Most Favored Nation

Should the School Board enter into an agreement with another municipality, similar in nature to this Agreement, which provides more beneficial terms than those agreed to herein, the School Board shall offer the same terms to the Town.

Section 10. Assignment

Neither party hereto may assign this agreement without the prior written consent of the other party hereto.

Section 11. Governing Law; Compliance with Laws

This Agreement will be interpreted and enforced in accordance with Florida law. The Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

Section 12. Indemnification

Subject to the limitations of Florida Statute 768.28, the School Board agrees to indemnify and hold harmless the Town from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this agreement.

Subject to the limitations of Florida Statute 768.28, the Town agrees to indemnify and hold harmless the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Town arising out of or in connection with the provisions of this agreement.

Section 13. Enforcement of Agreement; Venue

In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all fees and costs incurred by such Party, including attorneys' fees and costs, of trial, alternate dispute resolutions, or appellate proceedings. Venue shall be in Miami-Dade County, Florida.

Section 14. No Third Party Beneficiaries

This Agreement is solely for the benefit of the Board and the Town and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and The Town any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the Town, and their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, this Program Grant Agreement for Town of Bay Harbor Islands Address Verification Plan has been executed by and on behalf of the Town of Bay Harbor Islands and the School Board of Miami-Dade County, Florida, on this _____ day of _____, 2017.

The School Board of Miami-Dade County, Florida

By: _____
Alberto M. Carvalho
Superintendent of Schools

Date: _____

TO THE SCHOOL BOARD

Approved as to form and legal sufficiency:

School Board Attorney

PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

By: _____
Jordan W. Leonard
MAYOR

ATTEST:

Marlene M. Siegel, TOWN CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE BENEFIT OF THE TOWN OF BAY HARBOR ISLANDS**

TOWN ATTORNEY

EXHIBIT “A”

Town of Bay Harbor Islands Address Verification Plan

Pursuant to School Board Policy 5112, the School Board shall verify the residence of all students enrolled at the Ruth Broad/Bay Harbor K-8 Center except teachers’ children, approved transfers, or Town employees approved pursuant to School Board Policy 5120.

Verification Letters

The School Board shall verify the students residences by sending a letter similar to the letter attached to Exhibit “A” to all the students enrolled at the school during the school year. The letter shall request information to verify residency pursuant to School Board Policy 5112. Response to the letter shall be due no later than 30 days from date of mailing. The verification letters shall be mailed to the residence of the students no later than the first week of school. If the content of the attached letter is revised substantially, the School Board shall provide a copy to the Town before mailing. The letter shall be mailed by certified mail to the students at the expense of the Town.

Review of Verification Documents

The School Board shall review all verification documents provided to determine if students are properly assigned to the school. Post Office boxes, private mail box addresses or commercial establishment addresses are not valid to prove residency. If a student provides a post office box, private mail box address or commercial establishment address, the proper verification documentation shall be requested. .

Investigation of Residency

The School Board shall investigate situations where there is a reasonable suspicion that the student is not residing within the attendance boundary of the school. Such a reasonable suspicion may be prompted by return of verification letters mailed to students, unique feeder patterns based upon previous school attendance, search of property appraiser records, or other information provided by the Town. Reasonable suspicion shall not be based on actual or perceived race, color, religion, national origin, or immigration status. The School Board shall verify addresses by telephone calls to Parents /Guardians or house visits. The telephone calls or house visits shall commence no later than two (2) weeks from the deadline to respond to the verification letter. The Lead Person on as needed basis may utilize a School Resource Officer to conduct house visit to gain access to multi-family buildings.

Withdrawal of Violators

If the student is not in the properly zoned school the School Board shall follow District protocol to withdraw the student and refer back to home school. Each transfer request will be reviewed on a case by case basis and the determination will be based on the hardship and in the best interest of the student.

*****Sample School Letter*****
*****To be placed on individual school Letterhead*****

Date: _____

Dear Parent:

In a joint effort between the Town of Bay Harbor Islands and The School Board of Miami-Dade County, Florida, Ruth Broad/Bay Harbor K-8 Center is now conducting address verification meetings for each of the students enrolled at the school. It is imperative that you adhere to the schedule below and come to school with the required documents. Failure to comply with this request will place your child's enrollment at the school in jeopardy.

You have been scheduled for address verification during the week of _____

Please bring the following **original** and **current** documents to Ruth Broad/Bay Harbor K-8 Center office between 11:00 a.m. – 4:00 p.m. any day during this week.

- The most current FPL bill for residence with your name
- Lease/Deed or Rental Agreement
- Letter from home owner's association or leasing office

Your documents will be reviewed and copied by the address verification designee. If the appropriate documents verifying your address are not provided, your child may be withdrawn from this school.

Documents will not be accepted from students. If you have any questions, please contact _____ at (305) insert number.

Thank you for your continued support and understanding concerning this matter.

Sincerely,

Principal

