

NOTE: A request form is available from the Deputy Town Clerk or on the Town's website; please fill it in and return it no later than the "Public Comment" section of the meeting if you would like to address the Town Council. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please mute or turn off your cell phone or electronic devices at the start of the meeting. Thank you.

**TOWN OF BAY HARBOR ISLANDS
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154**

REGULAR COUNCIL MEETING

REVISED

AGENDA

September 12, 2024

7:00 PM - Or immediately following the First Budget Public Hearing

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 in being barred from the meeting. Persons exiting the Chambers shall do so quietly.

SPECIAL NOTICE

A Regular Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Thursday, September 12, 2024, at 7:00 p.m.

"In an effort to provide greater public access and comment on pending matters, the Town of Bay Harbor Islands is providing a Zoom link to enable members of the public to comment on pending items on the Town Council agenda. Zoom access is provided under the same terms and conditions as in-person access, including length of time and decorum. Anyone desiring to be heard may utilize the Zoom link. However, members of the public must understand that the provision of Zoom access for comments is a courtesy, not a vested right, and that access is provided subject to the availability and functionality of the Town's equipment. There is no guarantee that internet service will be reliable or that the Town's equipment will function as intended. In the event that the Zoom access is unavailable or interrupted for any reason, the Town Council meeting will still proceed forward, and will not be stopped or rescheduled in any regard. Those wishing to be absolutely certain that their comments are heard by the Town Council should present themselves in person at the Council meeting and seek recognition, or alternatively, should submit their comments in advance of the meeting in writing to the Town Clerk, and ask that they be read into the record, subject to the above terms and conditions, such as length and decorum. The validity of any actions taken by the Town Council will in no way be affected by the use or functionality of Zoom access for comments."

Zoom Meeting Link: <https://us06web.zoom.us/j/87551483254>

Meeting ID: 875 5148 3254

To request to speak during Public Comment, please utilize the "raise your hand" Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free numbers below:

US Toll Free Numbers: 877 853 5247 or 888 788 0099
For higher quality, dial a number based on your current location):
US: 1 305 224 1968 or 1 646 558 8656 or 1 301 715 8592

Meeting ID: 875 5148 3254
Participant ID: Press the # key.

To request to speak: Dial *9 on your telephone device to activate the "Raise your Hand" feature on the Zoom platform.

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at yhamilton@bayharborislands-fl.gov prior to 4:00 p.m. on the day of the meeting.

CALL TO ORDER: At approximately 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Introduction of New Police Officer Jaileen Romo
2. Proclamation - Recognition of September as Childhood Cancer Awareness Month - Mystic Force Foundation
3. Proclamation - Suicide Prevention. Sponsored by Council Members Stephanie Bruder and Teri D'Amico
4. Proclamation - Florida Climate Week 2024 - DMH Americas

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

COUNCIL 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 or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

COMMITTEE REPORTS:

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.)*

5. **Consideration and Approval** of a resolution amending Resolution No. 2268 increasing the parking meter fees, pay-by-phone rates, and parking decal permits for the town's parking facilities. Enclosed are the draft resolution and supporting documents.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, REVISING RESOLUTION NO. 2268 INCREASING THE RATES FOR PARKING METERS, PAY-BY-PHONE PARKING FEES, AND MONTHLY DECALS FOR THE TOWN'S PARKING FACILITIES; REPEALING OTHER RESOLUTIONS, PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

6. **Consideration and Approval** of a resolution updating the official signatories of the Town of Bay Harbor Islands for banking and depository purposes with Bank of America. Enclosed is the draft resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, UPDATING AUTHORIZED SIGNATORIES FOR DEPOSITS AND WITHDRAWALS OF TOWN FUNDS IN CERTAIN ACCOUNTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

7. **Consideration and Approval** of a resolution designating authorized signatories with Mellon Bank for the town investment accounts. Enclosed is the draft resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, UPDATING THE AUTHORIZED SIGNATORIES FOR THE TOWN'S INVESTMENT ACCOUNTS HELD WITH MELLON BANK, N.A.; PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

8. **Consideration and Approval** of a resolution approving an Engagement Letter with Caballero, Fierman, Llerena & Garcia, LLP for financial/audit preparation consulting services. Enclosed are the draft resolution and a copy of the Engagement Letter.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH CABALLERO FIERMAN LLERENA & GARCIA, LLP TO PERFORM INDEPENDENT CONSULTING SERVICES AND AUDIT SUPPORT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING EXECUTION OF THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.

9. **Consideration and Approval** of a resolution approving an Interlocal Agreement between the Town of Bay Harbor Islands and Miami-Dade County Clerk of Court and Comptroller for implementation of the services of the eCitation Program. Enclosed are the resolution and Interlocal Agreement.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY CLERK OF THE COURT AND COMPTROLLER FOR IMPLEMENTATION OF THE SERVICES OF THE E-CITATION PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING EXECUTION OF THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.

10. **Consideration and Approval** of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the Village of El Portal and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and draft resolution.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING THE MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE VILLAGE OF EL PORTAL FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

11. **Consideration and Approval** of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the City of Opa-Locka and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and draft resolution.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING THE MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE CITY OF OPA-LOCKA FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

12. **Consideration and Approval** of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the City of Miami Springs and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and draft resolution.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING THE MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE CITY OF MIAMI SPRINGS FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

13. ~~**Consideration and Approval** of a resolution approving Change Order #2 to Lead Engineering for the Amount of \$150,000.00 for the reconstruction of the East Side Seawall and Bridge deck of BC 159 Indian Creek Bridge No. 875103. Enclosed are the draft resolution and supporting documents.~~

~~**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING CHANGE ORDER #2 IN THE AMOUNT OF \$150,000 TO THE AGREEMENT WITH LEAD ENGINEERING CONTRACTORS LLC FOR THE BC 159 INDIAN CREEK BRIDGE, AND PIPE SADDLE REPAIRS ON BRIDGE FDOT POST NO. 875103; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**~~

14. **Consideration and Approval** of an Invitation to Bid (ITB) for removal of the existing side front awning on the west side of the Morris N. Broad Community Center. Enclosed is the Staff Memorandum.
15. **Consideration and Approval** of an Invitation to Bid (ITB) to paint the exterior of the Community Center and the Parking Garage. Enclosed is the Staff Memorandum.
16. **Consideration and Approval** of a resolution approving property insurance policy for the Shepard Broad Causeway Bridge from Lloyds of London and Starstone Specialty Insurance Company, for a term beginning October 1, 2024, to September 30, 2025, with a total premium not to exceed \$414,008. Enclosed are the draft resolution and proposal.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RENEWING BRIDGE PROPERTY INSURANCE FOR THE SHEPARD BROAD CAUSEWAY FOR FISCAL YEAR 2024-2025, WITH LLOYDS OF LONDON AND STARSTONE SPECIALTY INSURANCE COMPANY; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

17. **Consideration and Approval** of a resolution approving a proposal from Florida Municipal Insurance Trust (Florida League of Cities) for Property & Casualty and Workers Compensation Insurance for the 2024-2025 Fiscal Year, in the amount of \$757,072. Enclosed are the draft resolution and renewal quote.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RENEWING PROPERTY & CASUALTY LIABILITY AND WORKERS COMPENSATION INSURANCE FOR FISCAL YEAR 2024-2025 WITH FLORIDA MUNICIPAL INSURANCE TRUST (FMIT); PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

18. **Consideration and Approval** of a resolution approving Florida Blue to provide health and dental insurance and MetLife to provide life, disability, and Accidental Death & Dismemberment insurance for town employees for Fiscal Year 2024-2025. Enclosed are the proposed resolution, price quotes, and Employee Benefits Comparison.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING FLORIDA BLUE TO PROVIDE HEALTH AND DENTAL INSURANCE AND METLIFE TO PROVIDE LIFE, DISABILITY AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR TOWN EMPLOYEES FOR FISCAL YEAR 2024-2025; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approve

POLL VOTE

ORDINANCES ON SECOND READING:

19. **Consideration and Approval** of an ordinance on Second Reading amending Section 5-23.01 of the Town Code regarding appointments to the Design Review Board. Sponsored by Council Member Eric Rappaport. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTIONS 5-23.01 OF THE TOWN'S CODE OF ORDINANCES AS RELATED TO THE DESIGN REVIEW BOARD; AMENDING CHAPTER 5 ENTITLED BUILDING AND CONSTRUCTION; AMENDING ARTICLE II ENTITLED DESIGN REVIEW BOARD; SECTION 5-23.01 ENTITLED DESIGN REVIEW BOARD MEMBERSHIP; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

20. **Consideration and Approval** of an ordinance on Second Reading amending Chapter 15 of the Town Code, by adding Section 15-2 regarding appointments to the Parks & Recreation Committee. Sponsored by Council Member Eric Rappaport. Enclosed is the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO PARKS AND RECREATION BY AMENDING CHAPTER 15, ARTICLE 1, RETITLING FROM RESERVED TO SECTION 15-2 TO BE ENTITLED "PARKS AND RECREATION COMMITTEE"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

21. **Consideration and Approval** of an ordinance on Second Reading amending Section 12-26 of the Town Code regarding permissible hours for construction activity and landscaping and Section 12-27 regarding penalties. Enclosed is the proposed ordinance and supporting documents. Sponsored by Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO NUISANCES OF CONSTRUCTION ACTIVITIES; AMENDING ARTICLE II OF CHAPTER 12 ENTITLED NOISE; AMENDING SECTION 12-26 ENTITLED PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; AMENDING SECTION 12-27 ENTITLED PENALTIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

22. **Consideration and Approval** of an ordinance on first reading amending Section 23-12(22) of the Town Code pertaining to fences that include lighting features. Sponsored by Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATING TO THE REGULATION OF WALLS AND FENCES; AMENDING CHAPTER 23, ARTICLE I, SECTION 23-12(22); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

DEFERRED ITEMS:

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

23. Update on Transcore proposal for \$355,068.60 to upgrade all the servers and software on the SunPass toll system that was conditionally approved at the August 14, 2024, Regular Council Meeting.
24. **Consideration and Approval** of a resolution providing for additional services under the existing contract with Brightview Landscape Services, Inc. to perform landscaping and irrigation maintenance services, including plant removal, replacement and irrigation repairs. Enclosed is a copy of the proposal and supporting documents. Sponsored by Council Members Stephanie Bruder and Robert Yaffe.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

DISCUSSION ITEMS:

ADJOURNMENT: Approximately 11:00 p.m.

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

September 12, 2024

ITEM NUMBER: 1.

ITEM: Introduction of New Police Officer Jaileen Romo

DESCRIPTION:

We are pleased to announce our newest addition to the BHIPD family. Officer Jaileen Romo began her position with us on Friday, 8/23/2024. Officer Romo was sworn in by Deputy Town Clerk Cynthia Garcia.

Jaileen Romo graduated high school from Mater Lakes Academy. Following that, she graduated from Miami Dade College North Campus in 2018, obtaining an associate in arts degree with a focus on Business Administration and Management. In 2020, she completed the Police Academy at Miami Dade College North Campus Police Institute.

While awaiting employment with a police department, she worked as a substitute teacher at Mater Lakes Academy. This experience was transformative, revealing her abilities to help and teach others with patience and dedication. In May 2022, she began her career as a police officer with the Hialeah Gardens Police Department.

Officer Romo is looking forward to her future with the Bay Harbor Islands Police Department, she is enthusiastic about working with the BHIPD Team. She has already set forth specific goals she hopes to achieve.

Officer Romo values her family and their support; she is grateful for the motivation they have provided to her as she embarks on this new chapter. In her spare time, she enjoys training while perfecting her skills.

Please join us in extending a warm welcome to Officer Romo as she joins the BHIPD family. We are thrilled to have her on board and look forward to her contributions.

Officer Romo officially began her 2-week In-House Schedule on Monday, August 26, 2024.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The annual base salary of Officer Romo is approximately \$72,238.40 according to the step payment plan documented in the Collective Bargaining Agreement (CBA).

BUDGET IMPACT:

Submitted By: Analily Perez, Compliance Manager
 Lindsley Noel

ATTACHMENTS

1.	Staff Memo for Council New Officer Jaileen Romo
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TOWN OF BAY HARBOR ISLANDS POLICE DEPARTMENT MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Town Manager
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Lindsley Noel Chief of Police
DATE:	August 26, 2024
SUBJECT:	Town of Bay Harbor Islands – Special presentation- Introduction of New Police Officer Jaileen Romo.

RECOMMENDATION/PRESENTATION

Introduction of New Police Officer Jaileen Romo.

BACKGROUND / ANALYSIS

We are pleased to announce our newest addition to the Bay Harbor Islands Police Department (BHIPD) family. Officer Jaileen Romo began her position on Friday, 8/23/2024. Officer Romo was sworn in by Deputy Town Clerk Cynthia Garcia.

Jaileen Romo graduated high school from Mater Lakes Academy. Following that, she graduated from Miami-Dade College North Campus in 2018, obtaining an Associate in Arts degree with a focus on Business Administration and Management. In 2020, she completed the Police Academy at Miami Dade College North Campus Police Institute.

While awaiting employment with a police department, she worked as a substitute teacher at Mater Lakes Academy. This experience was transformative, revealing her abilities to help and teach others with patience and dedication. In May of 2022, she began her career as a police officer with the Hialeah Gardens Police Department.

Officer Romo is looking forward to her future with the Bay Harbor Islands Police Department, she is enthusiastic about working with the BHIPD Team. She has already set forth specific goals she hopes to achieve.

Officer Romo values her family and their support; she is grateful for the motivation they have provided to her as she embarks on this new chapter. In her spare time, she enjoys training while perfecting her skills.

Please join us in extending a warm welcome to Officer Romo as she joins the BHIPD family. We are thrilled to have her on board and look forward to her contributions.

Officer Romo officially began her 2-week In-House Training Schedule on Monday, August 26, 2024.

EXECUTE

No Action

FINANCIAL ANALYSIS

The annual base salary of Officer Romo is approximately \$72,238.40 according to the step payment plan documented in the Collective Bargaining Agreement (CBA).

ATTACHMENTS

1. Town Memorandum

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 2.

ITEM: Proclamation - Recognition of September as Childhood Cancer Awareness Month - Mystic Force Foundation

DESCRIPTION:

Silvia Dominguez Vanni, Co-Founder, Executive Director of Mystic Force Foundation requested the town prepare a proclamation in recognition of September as Childhood Cancer Awareness Month.

September is Childhood Cancer Awareness Month (CCAM) — a time of year children and survivors affected by pediatric cancer are honored in order to raise awareness and continue the research and treatment of the disease.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no financial impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Childhood Cancer Awareness Month
2.	National Childhood Cancer Awareness Month

From: [Silvia Vanni](#)
To: [Joshua D. Fuller](#); [Stephanie Bruder](#); [Molly Diallo](#); [Teri Damico](#); [Isaac Salver](#); [Robert Yaffe](#); [Yvonne Hamilton](#)
Subject: Childhood Cancer Awareness Month
Date: Sunday, August 4, 2024 5:40:27 PM
Attachments: [Childhood cancer Awareness Month Proclamation Sample Wording.pdf](#)

Dear Mayor & Commissioners,

I hope this finds you well and that you are enjoying your summer with family and friends.

It's hard to believe that we are already more than halfway through the year and I am writing today to remind you that September is National Childhood Cancer Awareness Month. Once again, I humbly ask that you recognize and remember our sweet children battling Childhood Cancer, and those that have been tragically taken by this devastating disease by proclaiming September as Childhood Cancer Awareness Month in your own city. I know that this is an election year and there is so much going on, but I beg you NOT to forget our sweet children!

Childhood Cancer continues to be the #1 disease killer of children in our country and the incidence of Childhood Cancer continues to rise, with the newest statistics finding that 1 in every 260 children will be diagnosed with cancer by the age of 20. Thankfully, Federal funding for Childhood Cancer Research has risen to over 8%, that is over double of the long time 4% that we have received for so many years. It is nowhere near enough, but definitely tremendous progress which is only made possible because of all of the awareness that has been raised and continues to be raised for our children.

Childhood Cancer is a topic that no one wants to talk about, because no one wants to think of a child having cancer. Tragically, some of our Childhood Cancers still continue to be terminal upon diagnosis such as DIPG, Diffuse Intrinsic Pontine Glioma, the same brain tumor that Neil Armstrong's daughter died from in 1962. Every year I come to tell you the same thing, that it is unfathomable that with all the progress made, and so many different advancements made in our world, that we have not yet found any viable treatments for these children, or have been able to find a way to break the blood brain barrier to deliver chemotherapy or potential life-saving treatments to this inoperable brain tumor. That has to change.

Every year I travel to our nation's Capitol to educate our congressional leaders on the plight of our children and the dire need for increased funding for

Childhood Cancer Research. I have been to the Whitehouse 5 times for Childhood Cancer Briefings and each time there is more and more support. I know that there will one day be a cure for Childhood Cancer and I thank you for your support of our sweet children.

Last year we held our 1st Annual Mystic Force **Childhood Cancer Heroes Advocacy Days**, taking a group of 6 children in various phases of Childhood Cancer to advocate in Washington, DC. By going to our nation's Capitol, having them meet with our Congressional leaders (without their parents) and telling their own very impactful personal stories we are teaching them that their voice matters, and that they can help other children like them, that they can help to change the future and the world of Childhood Cancer. That takes a lot of courage. These children are from throughout our Miami-Dade cities that are being or have been treated in OUR hospitals, and we are so very proud of them.

There are so many ways that you can help this September in addition to your proclamation. I have attached a list for you that includes:

- Light up your city hall and other buildings in the city **Gold**. Amongst the many buildings that lit up gold last year were the Frost Museum and the Miami Tower.
- Wear gold ribbon pins, clothing or accessories to council meetings in the month of September.
- Make sure that your police department has a Childhood Cancer police vehicle (or Gold ribbon magnets) and that they will participate in our 7th Annual Gold Ribbon Parade on Saturday September 7th. Gold Ribbon adorned police vehicles from each city will travel from Nicklaus Children's Hospital to Holtz Children's Hospital & Alex's Place, the Ronald McDonald House of South Florida and Joe DiMaggio Children's Hospital; in a tremendous caravan of Hope for kids battling cancer and their families. A united force showing families that they are not alone in this fight, that we are all with them in their journey. (Please let us know if you would like to join us and present your Proclamation at Nicklaus Children's Hospital before the start of the Parade.)

Our Gold Ribbon Parade raises national attention every year and when in Washington, I am inundated with praise for our cities and the amount of support our children receive here in South Florida. It makes me so proud to be a part of such an amazing community of hope and love.

For those of you I have not yet met, I lost my own precious baby, Salvatore, one month shy of his 8th Birthday, after a very torturous 3 ½ year battle with Stage IV Neuroblastoma Cancer. I have since made it my mission in life to try to save every child I can, and to bring them as much joy and happiness as possible while they undergo their debilitating treatments. We started our Mystic Force Foundation in 2008, and opened the country's first of its kind, Childhood Cancer Haven, the Heroes Hangout, in 2018.

I thank you for helping us to raise awareness and helping to change the world of Childhood Cancer. I look forward to hearing from you regarding your September Proclamations and plans to recognize and honor our brave children battling this devastating disease.

Silvia Dominguez Vanni
Co-Founder, Executive Director
305.726.1155

Mystic Force Foundation 26-2454734

501(c)(3) non profit public charity dedicated to raising awareness and desperately needed funds for Childhood Cancer Research while keeping children in treatment as happy as possible.

[Click to see our 2023 year-end celebration video!](#)

[Follow us on Facebook!](#)

[Follow us on Instagram!](#)

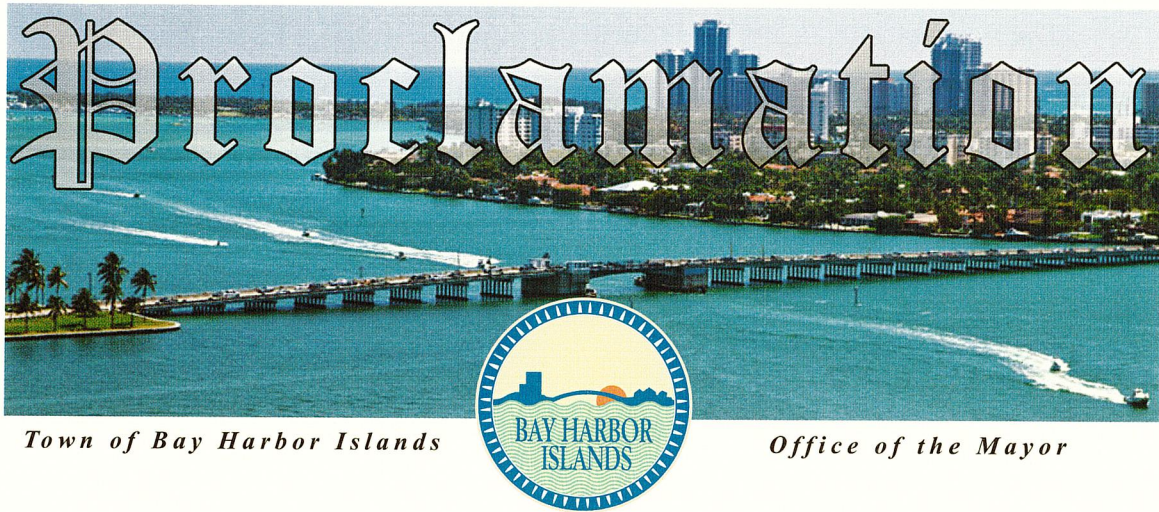
[Follow us on YouTube!](#)

www.MysticForceFoundation.com



To truly understand the depth of the plea, 'Help Us Find A Cure', your life must be touched by someone who has a disease for which there is no cure. Only then will you feel the anguish and desperation behind each syllable. Please help us Find A Cure for childhood cancer so no other parents of a child with this devastating disease will feel this pain.

Please Help Us Find A Cure. - Silvia Vanni, mom to 'Angel' Salvatore



Town of Bay Harbor Islands

Office of the Mayor

WHEREAS, the Town of Bay Harbor Islands would like to recognize the month of September as National Childhood Cancer Awareness Month to honor those children whose lives have been lost and those irrevocably impacted by this terrible illness, and to strengthen the nation's resolve to search for a cure; and

WHEREAS, childhood cancer is the leading cause of death by disease in children; and

WHEREAS, one in 285 children in the United States will be diagnosed with cancer before they turn 20; and

WHEREAS, Childhood Cancers cross all racial, ethnic, geographic, and socio-economic backgrounds; and this disease not only affects the child diagnosed with cancer, but also their entire support network of devoted parents, grandparents, loved ones and friends, and

WHEREAS, the Town recognizes the devastating impact that this disease has on members of our community and the importance of increased research on Childhood Cancer; and

WHEREAS, this month we recognize that these burdens are shared by countless dedicated healthcare professionals, organizations, charities, and parent advocacy groups which support patients and families by offering advice, encouragement, hope, and financial assistance, and work tirelessly to lift the spirits of children suffering from cancer.

NOW, THEREFORE, I, Joshua D. Fuller, Mayor of the Town of Bay Harbor Islands, Miami-Dade County, Florida, do hereby proclaim the month of September as

"CHILDHOOD CANCER AWARENESS MONTH"

IN WITNESS THEREOF, I hereunto set my hand and cause the seal of The Town of Bay Harbor Islands to be affixed this 12TH day of September 2024.

JOSHUA D. FULLER
MAYOR

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 3.

ITEM: Proclamation - Suicide Prevention. Sponsored by Council Members Stephanie Bruder and Teri D'Amico

DESCRIPTION:

National Suicide Prevention Week (NSPW) is an annual week-long campaign in the United States to inform and engage health professionals and the general public about suicide prevention and warning signs of suicide. Council Members Bruder and D'Amico have sponsored the item.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

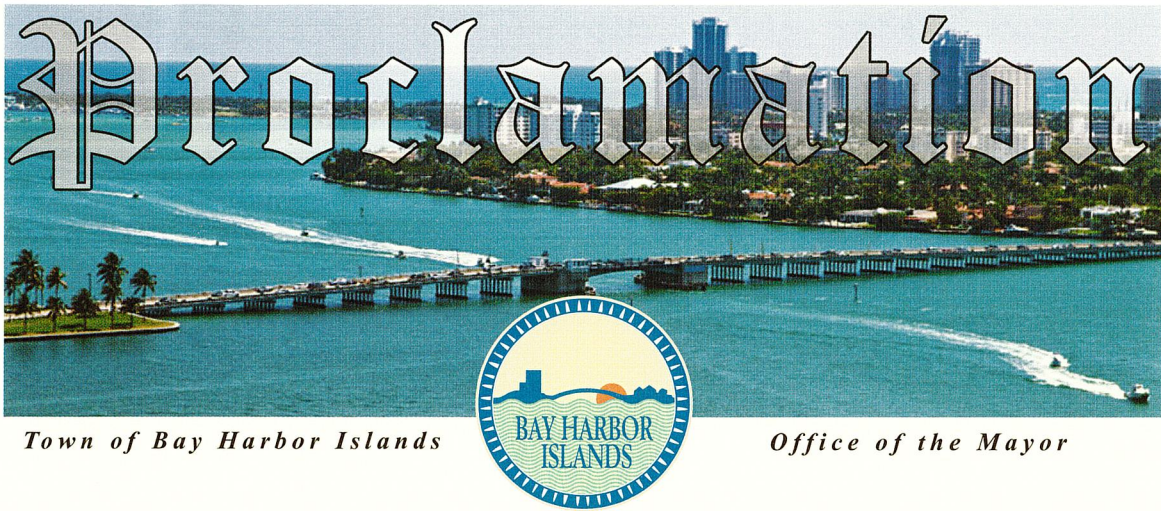
There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	National Suicide Prevention Month
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WHEREAS, September is recognized nationally as National Suicide Prevention Month, a time to share resources and stories in an effort to shed light on this critical issue that affects individuals, families, and communities; and

WHEREAS, the National Alliance on Mental Illness (NAMI) and other organizations nationwide work tirelessly to promote mental health awareness, reduce the stigma surrounding mental health issues, and advocate for policies that support mental health services and suicide prevention efforts; and

WHEREAS, it is imperative that we raise awareness of suicide prevention and encourage open conversations about mental health to reduce the stigma that often prevents individuals from seeking help; and

WHEREAS, during this month, we strive to spread the message that help is available and that everyone has a role in preventing suicide by recognizing the warning signs, providing support, and offering hope to those who may be struggling; and

WHEREAS, individuals who are in crisis or experiencing suicidal thoughts can seek immediate help by contacting the Suicide & Crisis Lifeline at 988, a resource that provides free, confidential support 24/7 to anyone in need.

NOW, THEREFORE, I, Joshua D. Fuller, Mayor of the Town of Bay Harbor Islands, do hereby proclaim September as National Suicide Prevention Month in the Town of Bay Harbor Islands. I encourage all citizens to take time this month to educate themselves about mental health, support those who may be struggling, and promote resources like the 988 Lifeline, so we can work together to save lives and build a stronger, more resilient community.

IN WITNESS THEREOF, I hereunto set my hand and cause the seal of The Town of Bay Harbor Islands to be affixed this 12TH day of September 2024.

JOSHUA D. FULLER
MAYOR

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 4.

ITEM: Proclamation - Florida Climate Week 2024 - DMH Americas

DESCRIPTION:

Gizzella Bruck, PR executive at DMH Americas (non-profit organization) requested the proclamation from the town.

As Florida is particularly vulnerable to climate change's impact, by recognizing Florida Climate Week together, we are raising awareness about the importance of addressing issues and inspiring others to take action. A proclamation would also demonstrate our community's commitment to a sustainable future.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

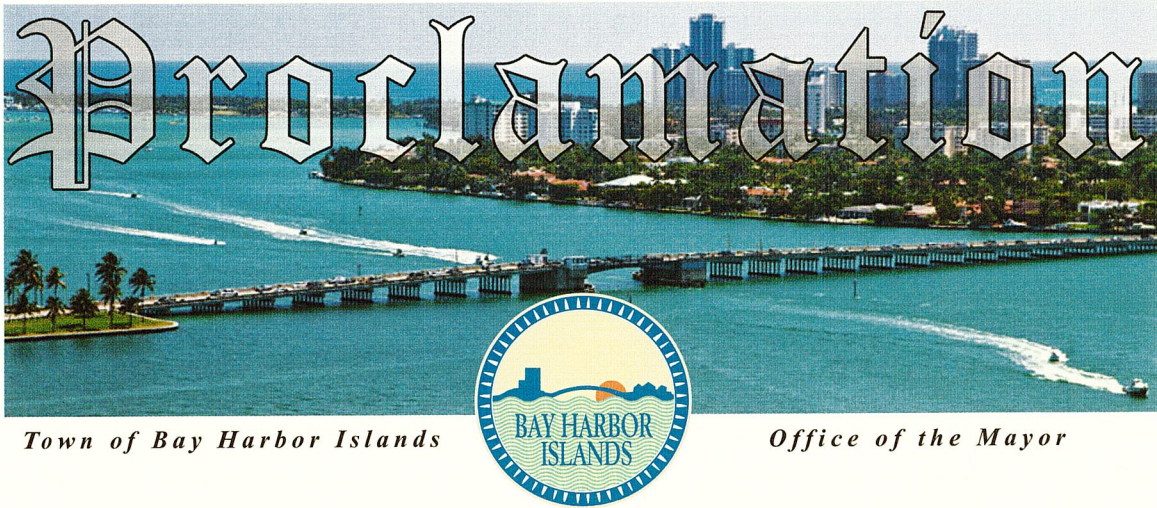
There is no budget impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Florida Climate Week 2024
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WHEREAS, the Climate Change 2023: Synthesis Report listed a current temperature rise of 1.1°C leading to constant unnatural weather events bringing disarray to the planet and its inhabitants, and it reports an increase in weather-related disasters with every rise in temperature level, and

WHEREAS, Florida and its 825 miles of shoreline and low elevation points of ~100ft above sea level make the state highly susceptible to sea-level rise and other natural disasters related to climate change, and the high level of CO2 pollution also threatens to harm Florida's coral reefs and a variety of sea organisms; and

WHEREAS, VoLo Foundation, along with other non-profit organizations, local, state, and federal partners, elected leaders, news media, volunteer and professional associations, is committed to educating Florida citizens and visitors about the climate crisis so they may take action to bring about positive, influential change to protect their families, businesses, and themselves; and

WHEREAS, the citizens of Florida are encouraged to become more aware of our changing climate and participate in the various programs during Florida Climate Week that will present and discuss solutions by visiting <https://floridaclimateweek.org>.

NOW, THEREFORE, I, Joshua D. Fuller, Mayor of the Town of Bay Harbor Islands, Florida, on behalf of the Town Council, do hereby proclaim October 7 - 13, 2024, to be FLORIDA CLIMATE WEEK in Bay Harbor Islands.

IN WITNESS THEREOF, I hereunto set my hand and cause the seal of The Town of Bay Harbor Islands to be affixed this 12TH day of September 2024.

JOSHUA D. FULLER
MAYOR

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a resolution amending Resolution No. 2268 increasing the parking meter fees, pay-by-phone rates, and parking decal permits for the town's parking facilities. Enclosed are the draft resolution and supporting documents.

DESCRIPTION:

The town has reviewed its parking fees across the board for all locations in the town. After conducting research on the current fee history and the fees of surrounding municipalities, it is recommended that the Town consider a small increase in certain fees, included in the attached Proposed Parking Rate Schedule. Some recommended fee increases apply to Pay-By-Phone, Parking Decals, and Parking Meter Fees.

The proposed parking fee increase is being recommended due to an increase in contractual services with vendors, effective as of April 2024. The Town of Bay Harbor Islands previously increased parking fees in February 2023 from \$.50 per 30 minutes / \$1.00 per hour to \$1.00 per 30 minutes/ \$2.00per hour. We are currently proposing to increase fees for all municipal lots to \$1.75 per 30 minutes / \$3.50 per hour and all parking on Kane Concourse to \$2.00 per 30 minutes/ \$4.00 per hour. An increase on all monthly parking permits based on location will apply due to the hourly fee increase, as illustrated in the attached communications.

In order to balance the budget for the next fiscal year 2024-2025, and not absorb the deficit from the fund balance, it is recommended that the Town Council approve the proposed rate increase for revenues to equal expenses in the Parking Fund.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

The total annual proposed net revenue increase for parking fees is \$290,067.

Location: 1020 92nd Street (Red-Lot)

- Due to the ongoing extension of the doggie park and the requirements for construction staging and machinery mobilization, the town suspended permit sales until the completion of the extension project. Suspended for a total of 4 months (Was not generating revenue while on construction) (Project is currently Completed). The lot is open for permit sales.
- Also, due to the extension of the doggie park, the town lost several spaces permanently.

GL Line Item: 404.9990.344502.050

The estimated revenue loss for location 1020 92nds Street (Red-Lot) for the current fiscal year is \$2,183.

Location: 1030 95th Street (Orange Lot)

- Reduction of parking permits for 1030 95th Street Municipal lot: There was a reduction of parking permits, due to staging of the town modulars and the necessity of utilizing spaces for the town employees. As a result, permit holders and visitors were directed to park at the designated parking garage until further notice.

GL Line Item: 404.9990.344502.030

The estimated revenue loss for location 1030 95th Street (Orange Lot) for the current year is \$20,767.

Location: 1165 95th Street Parking Garage (Blue Permit)

- The necessary reduction in permits for Bal Harbor Shops parking is due to ongoing shortages of spaces in four of the main town's municipal lots. This shortage is primarily attributed to construction projects and the reduction of several lots.
- All permit holders for 4 municipal lots were directed to park in the town's municipal parking garage until further notice. This measure is essential to ensure adequate parking availability for patrons, and to address constraints in the affected municipal lots, this reduces the permits sales for Bal harbor shops.

GL Line Item: 404.9990.344502.020

The estimated revenue loss for location 1165 95th Street Parking Garage (Blue Permit) for the current year is \$204,411.

Location: North Service Road Alley (Block 11) (Green Permit Lot)

- The necessary reduction in green permits for the North Service Road Alley, also known as (Block 11). This reduction is the result of several factors impacting the available parking space area.
- Firstly, the demolition of the old town will significantly affect us in the future, leading to a decrease in available space. Additionally, 16 spaces have been barricaded due to ongoing litigation, further reducing the parking capacity in the vicinity.
- Furthermore, as part of recent agreements, some parking spaces have been deeded back to business owners, contributing to the overall reduction in available parking.

GL Line Item: 404.9990.344502.010

The estimated revenue loss for location North Service Road Alley (Block 11) (Green Permit Lot) for the current year is \$7,582.

Location: 1185 97th Street (Brown Permit lot)

- The reduction in permits for this municipal lot is due to an agreement made by prior administration with the Terra Group 1177 project, resulting in the utilization of half of the parking lot by the entity.
- The agreement was effective immediately on the reduction of parking permits allocated for 1185 97th Street lot to accommodate the agreement with the Terra Group.

GL Line Item: 404.9990.344502.040

The estimated revenue loss for location 1185 97th Street (Brown Permit lot)
The current year is \$8,160.

The total estimated revenue loss for all town locations for the current year is \$243,103.

The net proposed annual rate increase will generate an additional revenue of \$290,067 which will offset the current revenue loss and cover the parking fund budget deficit.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
 Lindsley Noel

ATTACHMENTS

1.	Staff Memo for Council - proposed parking rate fee increase_
2.	Resolution - Proposed Parking Rate Increase - 9-12-2024
3.	2268 - Increasing Parking Meter-Decals Rates
4.	Proposed Parking Fees-Rate Schedule Increase FY 2024-2025



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Town Manager
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Lindsley Noel, Chief of Police
DATE:	September 12, 2024
SUBJECT:	Parking Rate Fees Increase

RECOMMENDATION

Staff recommends that the Town Council approves the attached resolution amending the parking meter and pay-by-phone rates.

BACKGROUND / ANALYSIS

The proposed parking fee increase is being recommended due to an increase in contractual services with vendors, as of April 2024. The Town last increased parking fees in February 2023. A study of surrounding areas was conducted to compare Pay-By-Phone costs for parking fees. Staff is recommending a fee increased in all municipal lots as outlined below:

Location	Amount	Frequency
Municipal Parking Garage -Blue lot	\$90.00 \$120.00	Per Month
Orange Municipal Parking lot 95 Street	\$75.00 \$85.00	Per Month
Green North Service Alley lot	\$107.00 \$125.00	Per Month

Red Municipal Parking lot 103 Street	\$35.00 \$70	Per Month
Red Municipal Parking lot 100 Street	\$35.00 \$70	Per Month
Red Municipal Parking lot 92 Street	\$35.00 \$70	Per Month
Brown Municipal Parking lot 97 Street	\$75.00 \$85	Per Month
Municipal Parking Garage	\$2.00 \$3.50	Per Hour
Orange Municipal Parking lot 95 Street	\$2.00 \$3.50	Per Hour
Green North Service Alley Lot	\$2.00 \$3.50	Per Hour
Red Municipal Parking lot 103 Street	\$2.00 \$3.50	Per Hour
Red Municipal Parking lot 100 Street	\$2.00 \$3.50	Per Hour
Red Municipal Parking lot 92 Street	\$2.00 \$3.50	Per Hour
Brown Municipal Parking lot 97 Street	\$2.00 \$3.50	Per Hour
96th St Kane Concourse Meters	\$2.00 \$4.00	Per Hour
PayByPhone Location 4571 Garage	\$2.00 \$3.50	Per Hour
PayByPhone Location 4585 Orange lot	\$2.00 \$3.50	Per Hour
PayByPhone Location 4586 Green lot 1.00	\$2.00 \$3.50	Per Hour
PayByPhone Location 4588 Kane Concourse	\$2.00 \$4.00	Per Hour
PayByPhone Location 2270 Red lot	\$2.00 \$3.50	Per Hour
PayByPhone Location 2271 Red lot	\$2.00 \$3.50	Per Hour
PayByPhone Location 2280 Red lot	\$2.00 \$3.50	Per Hour
PayByPhone Location 4587 Brown lot 1	\$2.00 \$3.50	Per Hour
PayByPhone Location 2281 No permit 1	\$2.00 \$3.50	Per Hour
Bay Harbor Terrace 95 Street	\$2.00 \$3.50	Per Hour

EXECUTE

The Parking Enforcement Unit will complete the following tasks prior to enforcement of the new parking rates:

- Reprogram all software to include new rates
- Advertise new rates and effective date of changes to the public
- Change decals on parking garage signs to illustrate the new parking rates
- Update all permit holders of the changes

FINANCIAL ANALYSIS

Location: 1020 92nd Street (Red-Lot)

Due to the ongoing extension of the doggie park and the requirements for construction staging and machinery mobilization, the town suspended permit sales for 4 months until the completion of the project. No revenue was generated during the construction. The project is completed, and the lot is open for permit sales.

Also due to the extension of the doggie park, the town lost several spaces permanently.

GL Line Item: 404.9990.344502.050

The estimated revenue loss for location 1020 92nds Street (Red-Lot) for the current fiscal year is \$2,183.

Location: 1030 95th Street (Orange Lot)

Reduction of parking permits for 1030 95th Street Municipal lot: There was a reduction of parking permits, due to staging of the town modulars and the necessity of utilizing spaces for the town employees. As a result, permits holders and visitors were directed to park at the designated parking garage until further notice.

GL Line Item: 404.9990.344502.030

The estimated revenue loss for location 1030 95th Street (Orange Lot) for the current year is \$20,767.

Location: 1165 95th Street Parking Garage (Blue Permit)

The necessary reduction in permits for Bal Harbor Shops parking is due to ongoing shortages of spaces in four of the main town's municipal lots. This shortage is primarily attributed to construction projects and the reduction of several lots. All permits holder for 4 municipal lots were directed to park in the town's municipal parking garage until further notice. This measure is essential to ensure adequate parking availability for patrons, and to address constraint in the affected municipal lots, this reduces the permits sales for Bal harbor shops.

GL Line Item: 404.9990.344502.020

The estimated revenue loss for location 1165 95th Street Parking Garage (Blue Permit) for the current year is \$204,411.

Location: North Service Road Alley (Block 11) (Green Permit Lot)

The necessary reduction in green permits for the North Service Road Alley, also known as (Block 11), is the result of several factors impacting the available parking space area.

Firstly, the demolition of the old town will have a significant effect in the future, leading to a decrease in available spaces. Additionally, 16 spaces have been barricaded due to ongoing litigation, further reducing the parking capacity in the vicinity.

Furthermore, as part of recent agreements, some parking spaces have been deeded back to business owners, contributing to the overall reduction in available parking.

GL Line Item: 404.9990.344502.010

The estimated revenue loss for location North Service Road Alley (Block 11) (Green Permit Lot) for the current year is \$7,582.

Location: 1185 97th Street (Brown Permit lot)

The reduction in permits for this municipal lot is due to an agreement made by prior administration with the Terra Group 1177 project, resulting in the utilization of half of the parking lot by the entity.

There was an immediate effect on the reduction of parking permits allocated for 1185 97th street lot to accommodate the agreement with the terra Group.

GL Line Item: 404.9990.344502.040

The estimated revenue loss for location 1185 97th Street (Brown Permit lot) for the current year is \$8,160.

The total estimated revenue loss for all Town locations for the current year is \$243,103.

The net proposed annual rate increase will generate an additional revenue of \$290,067 which will offset the current revenue loss and cover the parking fund budget deficit.

ATTACHMENTS

1. Town Memorandum
2. FY 2024-2025 Parking Fees-Proposed Rate Increase and Comparison Information

RESOLUTION NO. ____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
REVISING RESOLUTION NO. 2268 INCREASING THE
RATES FOR PARKING METERS, PARKING
PERMITS, AND MONTHLY DECALS FOR THE
TOWN'S PARKING FACILITIES; REPEALING
OTHER RESOLUTIONS, PROVIDING FOR
INCORPORATION OF RECITALS AND SETTING AN
EFFECTIVE DATE.**

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 Island is charged with maintaining the high quality and standards, and aesthetic beauty contained within the Town; and

WHEREAS, the Town Council adopted Resolution No. 2268 on September 14, 2022, imposing fees for services rendered by the Town in providing public parking; and

WHEREAS the cost of upgrading and maintaining the parking facilities has continued to increase; and

WHEREAS the Town Council considered an update to the parking rates based on the rates charged by surrounding jurisdictions and determined the Town's parking rates be increased as follows:

Municipal Parking Garage -Blue lot	\$90.00 \$120.00	Per Month
Orange Municipal Parking lot 95	\$75.00 \$85.00	Per Month
Green North Service Alley lot	\$107.00 \$125.00	Per Month
Red Municipal Parking lot 103 Street	\$35.00 \$70	Per Month
Red Municipal Parking lot 100 Street	\$35.00 \$70	Per Month
Red Municipal Parking lot 92 Street	\$35.00 \$70	Per Month
Brown Municipal Parking lot 97 Street	\$75.00 \$85	Per Month

Municipal Parking Garage	\$2.00 \$3.50	Per Hour
Orange Municipal Parking lot 95 Street	\$2.00 \$3.50	Per Hour
Green North Service Alley Lot	\$2.00 \$3.50	Per Hour
Red Municipal Parking lot 103 Street	\$2.00 \$3.50	Per Hour
Red Municipal Parking lot 100 Street	\$2.00 \$3.50	Per Hour
Red Municipal Parking lot 92 Street	\$2.00 \$3.50	Per Hour
Brown Municipal Parking lot 97 Street	\$2.00 \$3.50	Per Hour
96th St Kane Concourse Meters	\$2.00 \$4.00	Per Hour

PaybyPhone Location 4571 Garage	\$2.00 \$3.50	Per Hour
PaybyPhone Location 4585 Orange lot	\$2.00 \$3.50	Per Hour
PaybyPhone Location 4586 Green lot 1.00	\$2.00 \$3.50	Per Hour
PaybyPhone Location 2270 Red lot	\$2.00 \$3.50	Per Hour
PaybyPhone Location 2271 Red lot	\$2.00 \$3.50	Per Hour
PaybyPhone Location 2280 Red lot	\$2.00 \$3.50	Per Hour
PaybyPhone Location 4587 Brown lot 1	\$2.00 \$3.50	Per Hour
PaybyPhone Location 2281 No permit 1	\$2.00 \$3.50	Per Hour
PaybyPhone 96 Street/Kane Concourse 4588	\$2.00 \$4.00	Per Hour
Bay Harbor Terrace 95 Street	\$2.00 \$3.50	Per Hour

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

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: Conflict and Repealer. All prior Resolutions adopting parking meter and decal rates are hereby repealed.

Section 3. Resolution Amended. Resolution No. 2268 is hereby amended to adopt the Fee Schedule set forth herein.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of ASeptember 2024.

By: _____
Joshua D. Fuller - Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFIENCY:**

Greenspoon Marder LLP – Town Attorneys
By: Joseph S. Geller

RESOLUTION NO. 2268

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
REVISING RESOLUTION NO. 2108 INCREASING THE
PARKING METER RATES AND MONTHLY DECALS
FOR THE TOWN’S PARKING FACILITIES;
REPEALING OTHER RESOLUTIONS, PROVIDING
FOR INCORPORATION OF RECITALS AND SETTING
AN EFFECTIVE DATE.**

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 Island is charged with maintaining the high quality and standards, and aesthetic beauty contained within the Town; and

WHEREAS, the Town Council adopted Resolution No. 2108 on November 14, 2016, imposing fees for services rendered by the Town in providing public parking; and

WHEREAS the cost of upgrading and maintaining the parking facilities has continued to increase; and

WHEREAS the Town Council considered an update to the parking rates based on the rates charged by surrounding jurisdictions and determined the Town’s parking rates be increased as follows:

Municipal Parking Garage -Blue lot	\$120.00
Orange Municipal Parking lot 95 Street	\$75.00
Green North Service Alley lot	\$107.00
Red Municipal Parking lot 103 Street	\$35.00
Red Municipal Parking lot 100 Street	\$35.00
Red Municipal Parking lot 92 Street	\$35.00
Brown Municipal Parking lot 97 Street	\$75.00
Municipal Parking Garage	\$2.00
Orange Municipal Parking lot 95 Street	\$2.00
Green North Service Alley Lot	\$2.00
Red Municipal Parking lot 103 Street	\$2.00
Red Municipal Parking lot 100 Street	\$2.00
Red Municipal Parking lot 92 Street	\$2.00
Brown Municipal Parking lot 97 Street	\$2.00
96th St Kane Concourse Meters	\$2.00

PaybyPhone Location 4571 Garage	\$2.00	Per Hour
PaybyPhone Location 4585 Orange lot	\$2.00	Per Hour
PaybyPhone Location 4586 Green lot 1.00	\$2.00	Per Hour
PaybyPhone Location 2270 Red lot	\$2.00	Per Hour
PaybyPhone Location 2271 Red lot	\$2.00	Per Hour
PaybyPhone Location 2280 Red lot	\$2.00	Per Hour
PaybyPhone Location 4587 Brown lot 1	\$2.00	Per Hour
PaybyPhone Location 2281 No permit 1	\$2.00	Per Hour
Bay Harbor Terrace 95 Street	\$2.00	Per Hour

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

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: Conflict and Repealer. All prior Resolutions adopting parking meter and decal rates are hereby repealed.

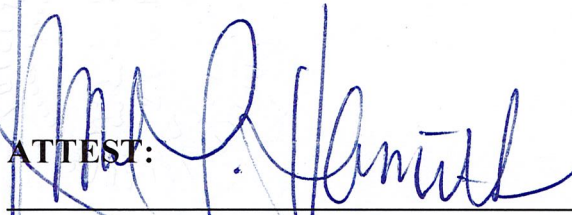
Section 3. Resolution Amended. Resolution No. 2108 is hereby amended to adopt the Fee Schedule set forth herein.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

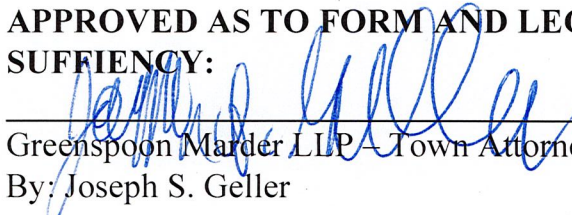
PASSED AND ADOPTED this 14th day of September 2022.

By: 
Joshua D. Fuller - Mayor

ATTEST:


Yvonne P. Hamilton, CMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**


Greenspoon Marder LLP - Town Attorneys
By: Joseph S. Geller



TOWN OF BAY HARBOR ISLANDS

FY 2024-2025 PARKING FEES PROPOSED INCREASE

An increase in parking fees is being requested due to an increase in contractual services with servicing vendors already in effect as of April 2024.

PAY-BY-PHONE RATES CHARGED TO THE TOWN OF BAY HARBOR ISLANDS

	April 2023- April 2024	April 2024- April 2026	April 2026- April 2028	April 2028- April 2029
Transaction Fees	\$0.27	\$0.35	\$0.37	\$0.42
SMS Fees	\$0.15	\$0.15	\$0.20	\$0.20

PARKFOLIO RATES CHARGED TO THE TOWN OF BAY HARBOR ISLANDS

	July 2022	July 2023	July 2024	July 2025
Software for Meter Machines for credit card services and analytics / Monthly fee	\$1,300	\$1,404	\$1,502	\$1,607

PAY-BY-PHONE AND PARKING METER RATE COMPARISON

A study of surrounding areas was conducted to compare Pay-By-Phone costs for parking fees, the data showed the following rates for the following jurisdictions:

Current Pay-By-Phone and Parking Meter Rates			
Municipality	30 Minutes	1 Hour	Parking Limit
Bay Harbor Islands:	\$ 1.00	\$ 2.00	3-HR Non-renewable
Town of Surfside:	\$ 2.77	\$ 5.27	3-HR Non-renewable
Village of Bal Harbour:	\$ 1.50	\$ 3.00	N/A
North Bay Village:	\$ 1.21	\$ 2.42	Varies
City of Miami Beach:	\$1-\$10	\$2 to \$20	Varies
City of Sunny Isles:	\$1.14-\$3.14	\$2.27-\$6.27	Varies
City of Miami:	\$1-\$ 5	\$2- \$10	Varies
Miami – Dade County:	\$1.50-\$7.5	\$3- \$15	Varies

Proposed Pay-By-Phone and Parking Meter Rate for Bay Harbor Island		
30 Minutes	1 Hour	Parking Limit
\$ 1.75	\$ 3.50	3-HR Non-renewable
\$ 2.00	\$ 4.00	3-HR Non-Renewable

Kane
Concourse

PAY-BY-PHONE/PARKING METERS

Estimated Annual Additional Revenue:	\$ 137,000
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PARKING PERMITS

The information provided depicts the current fees for parking permits / fees, current revenues per month/ year, suggested increase per permits, estimated revenue if increased per month/ yearly:

LOCATION	CURRENT			PROPOSED			PROPOSED ANNUAL INCREASE
	# OF PERMITS	PRICE PER MONTH	TOTAL PER MONTH	# OF PERMITS	PRICE PER MONTH	TOTAL PER MONTH	
Parking Garage (Blue Permit)	400	\$ 90	\$ 36,000	400	\$ 120	\$ 48,000	\$ 144,000
1020 95 th Street (Orange Permit) Parking Lot	8	\$ 75	\$ 600	8	\$ 85	\$ 680	\$ 960
1185 97 th Street (Brown Permit) Parking Lot	4	\$ 75	\$ 300	4	\$ 85	\$ 340	\$ 480
North Service Lot Alley – Bay Harbor Terrace (Green Permit)	10	\$ 107	\$ 1,070	10	\$ 125	\$ 1,250	\$ 2,160
1020 92 nd Street Lot: 1020 100 th Street lot: 1140 103 rd Street lot	65	\$ 35	\$ 2,275	65	\$ 70	\$ 4,550	\$ 27,300
TOTAL GROSS ADDITIONAL REVENUE							\$ 174,900

7% Fees (21,833.00)

TOTAL NET ANNUAL PROPOSED REVENUE INCREASE FOR PARKING FEES	\$ 290,067
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AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a resolution updating the official signatories of the Town of Bay Harbor Islands for banking and depository purposes with Bank of America. Enclosed is the draft resolution.

DESCRIPTION:

The Town of Bay Harbor Islands maintains bank accounts at the town's Depository Bank for the disbursement of funds in order to conduct business of the town. The Town Council is responsible for designating authorized signatories for checks drawn on the Town's bank accounts. When an event cause an authorized signatory to change, the town will notify the Depository Bank of the change and make appropriate revisions. It is now necessary to change authorized signers on the Town bank accounts due to the change in the Town Manager position.

Resolution No. 2406 was adopted by the Town Council on August 14, 2024 setting the list of authorized employees for bank signatory purposes. This proposed resolution is to update the list of signers.

The signature of two executive officers named in the resolution (Town Manager, Assistant Town Manager, Town Clerk, and Finance Director) are required on checks or drafts or in the case where two of these signers are not available, or in the case of emergency, a member of the Town Council is authorized to sign.

The resolution is being revised to add the new finance director.

RECOMMENDED ACTION:

Staff recommends that the Town Council approves the attached Resolution authorizing and designating the official signatures of the Town of Bay Harbor Islands for banking and depository purposes.

FINANCIAL ANALYSIS:

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

BUDGET IMPACT:

Submitted By: Sandra Siefken, Finance Director

ATTACHMENTS

1.	Staff Memo for Council Agenda Items - Signatures for Bank of America
2.	Resolution- Authorizing deposits-withdrawals



**TOWN OF BAY HARBOR ISLANDS
TOWN CLERK'S OFFICE
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Town Manager Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Yvonne P. Hamilton, CMC Town Clerk
DATE:	September 12, 2024
SUBJECT:	Approval of Resolution updating Authorized Signers on the Town's Bank of America Accounts

RECOMMENDATION

Staff recommends that the Town Council approves the attached Resolution updating the official signatures of the Town of Bay Harbor Islands for banking and depository purposes with Bank of America.

BACKGROUND

The Town of Bay Harbor Islands maintains bank accounts at the town's Depository Bank for the disbursement of funds in order to conduct business of the town. The Town Council is responsible for designating authorized signatories for checks drawn on the Town's bank accounts. When an event cause an authorized signatory to change, the town will notify the Depository Bank of the change and make appropriate revisions. It is now necessary to change authorized signers on the Town bank accounts due to the change in the Town Manager position.

ANALYSIS

Resolution No. 2406 was adopted by the Town Council on August 14, 2024 setting the list of authorized employees for bank signatory purposes. This proposed resolution is to update the list of signers.

CONCLUSION

The signature of two executive officers named in the resolution (Town Manager, Assistant Town manager, Town Clerk, and Finance Director) are required on checks or drafts or in the case where two of these signers are not available, or in the case of emergency, a member of the Town Council is authorized to sign.

FINANCIAL ANALYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1. Draft Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF BAY HARBOR ISLANDS,
FLORIDA, UPDATING AUTHORIZED SIGNERS
FOR THE TOWN'S ACCOUNTS WITH BANK OF
AMERICA; PROVIDING FOR INCORPORATION
OF RECITALS; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Town of Bay Harbor Islands maintains bank accounts with Bank of America, N.A.; and

WHEREAS, the following accounts are maintained by the town at Bank of America; and

1. Town of Bay Harbor Islands - General Fund - Operation Account
2. Town of Bay Harbor Islands - General Fund - Tax Receipts
3. Town of Bay Harbor Islands - General Fund - Accounts Payable
4. Town of Bay Harbor Islands - Broad Causeway - Revenue Fund
5. Town of Bay Harbor Islands - Broad Causeway - Debt Service Fund
6. Town of Bay Harbor Islands - Parking Meter Fund
7. Town of Bay Harbor Islands - Water Revenue Account
8. Town of Bay Harbor Islands - Sewer Operating Account
9. Town of Bay Harbor Islands - Deposit Fund
10. Town of Bay Harbor Islands - Law Enforcement Trust Fund
11. Town of Bay Harbor Islands - Federal Law Enforcement Trust Fund
12. Town of Bay Harbor Islands - S. Wright Services
13. Town of Bay Harbor Islands - Solid Waste Fund
14. Town of Bay Harbor Islands - Sewer Debt Service & Reserve

WHEREAS, in normal circumstances, the signature of two town officers is required on checks or drafts, but other provisions may be utilized for emergency situations.

NOW, THEREFORE, BE IT RESOLVED that the executive officers of the Town be and are hereby authorized to deposit the funds of the Town from time to time with BANK OF AMERICA, N.A., and until further order of the Town Council to withdraw same from time to time upon check or draft of the Town, or other orders for payment of money including by electronic means, such as wire transfers and ACH transfers, signed in the name of the Town by two of the following four executive officers, or otherwise in the following manner:

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: The signature of two of the following four executive officers shall be required:

By Jenice Rosado, Town Manager, or _____

by Mike Mesa, Assistant Town Manager, or _____

by Yvonne P. Hamilton, Town Clerk, _____

or by Sandra Siefken, Finance Director _____

or in case two of the above signers are not available, or in case of an emergency, with one of the following:

Stephanie Bruder _____

Teri D'Amico _____

Molly Diallo _____

Joshua Fuller _____

Eric Rappaport _____

Isaac Salver _____

Robert Yaffe _____

Section 3. Bank of America, N.A. be and it hereby is authorized and requested to accept, honor and pay, without further inquiry and until written notice of the withdrawal or revocation of the authority hereby granted is received by said bank, all checks, drafts and other orders including by electronic means, such as wire transfers and ACH transfers for the payment or withdrawal of money (including checks drawn to the individual order of the officer signing the same), when signed as provided herein, including all such instruments payable or endorsed to the order of the Town. Moreover, Bank of America, N.A., be and is hereby authorized to transfer funds between accounts listed above upon receiving a request to do so from the Town Manager or other executive officers listed above.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 12th day of September 2024.

Joshua D. Fuller
Mayor

ATTEST:

Yvonne P. Hamilton
Town Clerk

Greenspoon Marder LLP
Town Attorneys
By: Joseph S. Geller, Esq.

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 7.

ITEM: Consideration and Approval of a resolution designating authorized signatories with Mellon Bank for the town investment accounts. Enclosed is the draft resolution.

DESCRIPTION:

Staff recommends that the Town Council approves the attached Resolution updating the signatories for BNY Mellon accounts.

The Town currently has three (3) investment accounts with BNY Mellon, General, Causeway and Water funds with balances as of June 6, 2024, of \$3.15 Million, \$1.77 Million and \$1.89 Million respectively. New signatories are required due to personnel changes.

Adopt the attached resolution to authorize Jenice Rosado, Town Manager, Mike Mesa, Assistant Town Manager, and Sandra Siefken, Town Finance Director or any one of them or their successors in office, as signatories for BNY Mellon accounts.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS: FINANCIAL ANALYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

BUDGET IMPACT:

Submitted By: Sandra Siefken, Finance Director

ATTACHMENTS

1.	Staff Memo for Council Agenda Items - Mellon Bank Signatories 9-12-24
2.	Resolution - Mellon Bank-



**TOWN OF BAY HARBOR ISLANDS
FINANCE DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Town Manager Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Sandra Siefken Finance Director
DATE:	September 12, 2024
SUBJECT:	Town of Bay Harbor Islands – Resolution updating signatories for BNY Mellon Bank accounts

RECOMMENDATION

Staff recommends that the Town Council approves the attached Resolution updating the signatories for BNY Mellon accounts.

BACKGROUND / ANALYSIS

The Town currently has 3 investment accounts with BNY Mellon, General, Causeway and Water funds with balance as of 6/60/24 of \$3.15 Million, \$1.77 Million and \$1.89 Million respectively. New signatories are required due to personnel changes.

EXECUTE

Adopt the attached resolution to authorize Jenice Rosado, Town Manager, Mike Mesa, Assistant Town Manager, and Sandra Siefken Town Finance Director or any one of them or their successors in office as signatories for BNY Mellon accounts.

FINANCIAL ANALYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF BAY HARBOR ISLANDS,
FLORIDA, UPDATING THE AUTHORIZED
SIGNATORIES FOR THE TOWN'S
INVESTMENT ACCOUNTS HELD WITH
MELLON BANK, N.A.; PROVIDING FOR
INCORPORATION OF RECITALS AND AN
EFFECTIVE DATE.**

WHEREAS, the Town Council has adopted an Investment Policy and has appointed an Investment Adviser, so that surplus funds may be invested according to that policy, as it may be amended from time to time by the Council; and

WHEREAS, the Town is required to designate the person or persons who are authorized and permitted to deal with and place orders regarding said investments; and

WHEREAS, the purpose of this resolution is to update the signatures on file with the bank.

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

Section 1. The recitals listed above are incorporated in this Resolution as fully set forth herein.

Section 2. The following persons, Jenice Rosado, Town Manager, Mike Mesa, Assistant Town Manager, and Sandra Siefken, Town Finance Director or any one of them or their successors in office, may on behalf of the Town of Bay Harbor Islands:

- a) Give orders on the above-said account in conjunction with the Financial Adviser appointed by the Town Council for the purchase, sale or disposition of the securities pursuant to Section 166.261, Florida Statutes.

- b) Deliver to and receive from Mellon Bank, N.A., Mellon Private Trust Company, N.A.
and/or Mellon Trust of New England, N.A.
- c) Sign acknowledgments of the correctness of all statements of accounts; and
- d) Make, execute and deliver under the corporate seal any and all written agreements and
endorsements necessary or proper to effectuate the authority hereby conferred.

Section 3. The following are the signatures of the officers authorized by this Resolution to
act for the Town of Bay Harbor Islands:

Jenice Rosado, Town Manager

Mike Mesa, Assistant Town Manager

Sandra Siefken, Town Finance Director

Section 4. This resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 12th day of September 2024.

ATTEST:

JOSHUA D. FULLER
MAYOR

YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM:

GREENSPOON MARDER LLP TOWN
ATTORNEYS
BY: Joseph S. Geller, Esq.

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a resolution approving an Engagement Letter with Caballero, Fierman, Llerena & Garcia, LLP for financial/audit preparation consulting services. Enclosed are the draft resolution and a copy of the Engagement Letter.

DESCRIPTION:

Upon the resignation of former Finance Director Brian Stewart and promotion of Sandra Siefken to the position of Finance Director, the Town Manager is proposing to engage the services of Caballero, Fierman, Llerena & Garcia LLP to perform financial/audit preparation consulting services for the fiscal year ending September 30, 2024, with the option to renew for the fiscal years ending September 30, 2025, and September 30, 2026. This relationship will serve to supplement departmental financial services needed for the Finance Department.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The Proposed Budget for FY 2024-2025 includes a total amount of \$162,500. \$81,250 in Professional Services line item 001.5130.400031.000 and \$81,250 in Professional Services line item 401.5415.400031.000. Funding will be utilized from monies saved by freezing the Assistant Finance Director's salary. The Town will save approximately \$26,000.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

1.	Staff Memo for Council Agenda Item 9-12-2024 for Financial Support Services
2.	Resolution - Caballero Fierman Llerena & Garcia LLP
3.	Town of Bay Harbor Islands 09.30.2024 Financial Consulting Engagement Letter
4.	CFLG Proposal - BHI



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

TO:	Mayor and Town Council Members
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official
FROM:	Jenice Rosado, ICMA-CM Town Manager
DATE:	September 12, 2024
SUBJECT:	Town of Bay Harbor Islands – Engagement Letter with Caballero Fierman Llerena & Garcia, LLP.

RECOMMENDATION

Staff recommends that the Town Council approves the attached Resolution authorizing the Town Manager to execute a consulting agreement with Caballero Fierman Llerena & Garcia, LLP, for financial/ audit support services for the Fiscal year ending September 30, 2024, with the option to renew for Fiscal Years ending September 30, 2025, and September 30, 2026. This service shall be provided at an amount not to exceed \$162,500 per Fiscal Year. Staff will perform most of the audit preparedness work in house, and request support from Caballero, Fierman, Llerena, Garcia as needed.

BACKGROUND / ANALYSIS

The Town Manager entered into an agreement with Caballero, Fierman, Llerena, Garcia, LLP (CFLG) on 6/14/2024 to assist the Former Finance Director to prepare the necessary financial documents in order for the audit to be completed by the deadline of 6/30/2024. The firm was instrumental for completing the various financial tasks for the Fiscal Year 2023. As a result, it is believed to be in the best interest of the Town to carry out an agreement with this consulting firm for financial and audit support services for the Town. Furthermore, with the recent departure of the former Finance Director and promotion of Ms. Siefken, it is in the best interest

of the Town and will serve as a financial savings for the Town to outsource various financial tasks of the Department to provide Ms. Siefken with the support needed while not hiring another Town employee.

EXECUTE

Caballero, Fierman, Llerena, Garcia, LLP (CFLG) has presented a proposal to provide the Town with financial / audit preparation services for Fiscal Year 2024, with the option to renew for FY 2025 and FY 2026. Financial Support Services to be performed for the fiscal year ending September 30, 2024, will consist of:

Level of Staffing – Supervisor and Senior

Scope of work: Completion of work papers including:

- ☐ Prepaids,
- ☐ Inventories workpaper
- ☐ Transfer in and transfers out
- ☐ Customer Deposits
- ☐ Complete Government wide workpapers
- ☐ Complete footnotes
- ☐ Create AJE's as deemed necessary
- ☐ Run Trial Balances
- ☐ Draft Statements
- ☐ GASB 54 workpapers
- ☐ Assist with footnotes
- ☐ Assistance with the Florida AFR.
- ☐ Additional procedures as deemed necessary subject to mutual agreement

Level of Staffing – Manager

Scope of work: Completion/review of work papers including:

- ☐ Review Statements
- ☐ Review of government wide workpapers
- ☐ Complete complex calculations for Pensions
- ☐ Debt workpapers
- ☐ Capital Asset workpapers
- ☐ Assist with completion for OPEB
- ☐ Review of staff work
- ☐ Complete RSI information
- ☐ Complete footnotes
- ☐ Assist with Cashflows
- ☐ Draft MDA and update as necessary
- ☐ Assist with audit questions and attend Town and auditor progress meetings
- ☐ Additional procedures as deemed necessary subject to mutual agreement

The agreement shall be in effect for 1 year to commence immediately upon the Town Council's approval. Caballero, Fierman, Llerena, Garcia, LLP (CFLG) will remain responsible for serving as an independent consultant to the Town and shall undertake responsibilities to review and provide reconciliations for major account balances and conduct support functions for the Finance Department.

FINANCIAL ANALYSIS

Funding will be utilized from monies saved from freezing the Assistant Finance Director's salary. The Town will save approximately \$26,000 for FY 2024-25.

The Proposed Budget for FY 2024-2025 includes a total amount of \$162,500. \$81,250 in Professional Services line item 001.5130.400031.000 and \$81,250 in Professional Services line item 401.5415.400031.000.

ATTACHMENTS

1. Draft Resolution
2. Audit Consulting Engagement Letter
3. CFLG Proposal for Audit Preparedness

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH CABALLERO FIERMAN LLERENA & GARCIA, LLP TO PERFORM INDEPENDENT CONSULTING SERVICES AND AUDIT SUPPORT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENTS OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, on June 14, 2024, the town entered into an agreement with Caballero, Fierman, LLerena, Garcia, LLP (CFLG) to provide audit support to complete the Fiscal Year 2023 audit; and

WHEREAS, staff finds that it is in the best interest of the town to continue to retain CFLG for audit preparation services; and

WHEREAS, CFLG presented a proposal to provide audit preparation services for the Fiscal Year ending September 30, 2024, with a renewal option for the Fiscal Year ending September 30, 2025 at an amount not to exceed \$162,500 per fiscal year; and

WHEREAS, CFLG presented a proposal to provide audit preparation service.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands, Florida, as follows:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Town Council hereby approves the Engagement Letter with Caballero Fierman Llerena & Garcia, LLP to provide independent consultant and audit support services for the fiscal year ending September 30, 2024 with the option to renew for the fiscal year ending September 30, 2025 at an amount not to exceed \$162,500.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 12th day of September 2024.

Joshua D. Fuller
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Greenspoon Marder LLP
Town Attorneys
By: Joseph S. Geller, Esq.

August 28, 2024

Janice Rosado, Town Manager
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154

Re: Engagement Letter with Caballero Fierman Llerena & Garcia, LLP (“We”, “our” or “us”)

We are pleased to confirm our understanding of the terms and objectives of our engagement to provide consulting services to the Town of Bay Harbor Islands (the “Town”) relating to Financial Support Services for the fiscal year ending September 30, 2024 with options to renew for 2025 and 2026.

Scope, Objective, and Responsibilities

We will perform limited consulting procedures solely to provide the Town with Financial Support Services for the fiscal year ending September 30, 2024 with options to renew for 2025 and 2026. We will perform the procedures as described in Appendix A.

Our procedures will be performed pursuant to the Standards for Consulting Services issued by the American Institute of Certified Public Accountants. Because the procedures described in Appendix A do not constitute an audit conducted in accordance with auditing standards generally accepted in the United States of America, we will not express an opinion on any of the claims or items referred to above. Our engagement cannot be relied upon to disclose errors, irregularities or illegal acts, including fraud or defalcations that may exist. We will inform you of any material errors, irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

Engagement Administration, Fees, and Other

Andrew S. Fierman, CPA is the engagement partner for the Financial Support Services specified in this letter. His responsibilities include supervising CFLG’s services performed as part of this agreement.

Our fee for these services will be based on the time incurred at the discounted hourly rates listed below by level (the discounted rates for the each of option years will include a 5% cost of living increase):

Title	Discounted Rate
Partner	\$ 375
Manager	\$ 275
Supervisor	\$ 200
Senior	\$ 180
Staff	\$ 150

We will require \$15,000 upon execution of this agreement as a start-up cost.

The fee estimate is based on anticipated cooperation from you and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered weekly as work progresses and are payable on presentation.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation, either prior to the filing of any legal action, or upon service of any lawsuit, upon written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the Florida Supreme Court. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties. The parties shall be responsible for their own legal fees incurred during the mediation. The venue of the mediation shall be in Miami-Dade County, Florida.

If mediation is unsuccessful, and/or if any legal proceedings are filed, by entering into this engagement, the Town and we each expressly agree and acknowledge that Circuit Court for the Eleventh Judicial Circuit of Florida in and for Miami-Dade County, in Miami, Florida, and the United States District Court for the Southern District of Florida, in Miami, Florida, shall each have exclusive and sole jurisdiction for any action arising from, from relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions by us or the Town and their respective employees, representatives, or agents. You expressly acknowledge that you voluntarily submit to personal jurisdiction in the State of Florida for any such legal action.

WE AND THE TOWN EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER US OR THE TOWN.

The provisions of the immediately preceding last two paragraphs of this engagement letter are each a material inducement for us to accept this engagement in accordance with the provisions of this engagement letter. The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action on our part and/or by the Town and our relationship with the Town shall be governed by the laws of the State of Florida. In any litigation brought either by us or the Town, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Town and that no other person or entity shall be authorized to enforce the terms of this engagement.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct or indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this engagement agreement may require.

This engagement letter reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral. If any portion of this agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this agreement shall remain in effect. The agreements of the Town and Caballero Fierman Llerena & Garcia, LLP contained in this engagement letter shall survive the completion or termination of this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

This engagement letter is renewable upon mutual agreement.

Very truly yours,



Andrew S. Fierman, CPA
Partner
Caballero Fierman Llerena & Garcia, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Town.

Authorized signature: _____

Title: _____

Date: _____

Appendix A

Financial Support Services to be performed for the fiscal year ending September 30, 2024 will consist of:

Level of Staffing – Supervisor and Senior

Scope of work: Completion of work papers including:

- Prepaids,
- Inventories workpaper
- Transfer in and Transfers out
- Customer Deposits
- Complete Government wide workpapers
- Complete footnotes
- Create AJE's as deemed necessary
- Run Trial Balances
- Draft Statements
- GASB 54 workpapers
- Assist with footnotes
- Assistance with the Florida AFR.
- Additional procedures as deemed necessary subject to mutual agreement

Level of Staffing – Manager

Scope of work: Completion/review of work papers including:

- Review Statements
- Review of government wide workpapers
- Complete complex calculations for Pensions
- Debt workpapers
- Capital Asset workpapers
- Assist with completion for OPEB
- Review of staff work
- Complete RSI information
- Complete footnotes
- Assist with Cashflows
- Draft MDA and update as necessary
- Assist with audit questions and attend Town and auditor progress meetings
- Additional procedures as deemed necessary subject to mutual agreement

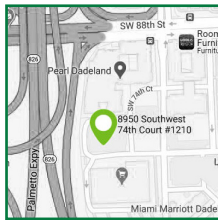
We understand that the team will be working with the Finance Director and her team.



CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

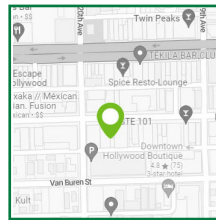
Miami-Dade Office

8950 SW 74th Court
Suite 1210
Miami, FL 33156



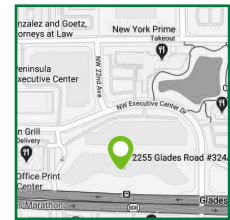
Broward Office

1930 Harrison Street
Suite 101
Hollywood, FL 33020



Palm Beach Office

2255 Glades Road
Suite 324A
Boca Raton, FL 33431





CABALLERO FIERMAN
LLERENA + GARCIA LLP

accountants | advisors

Caballero Fierman Llerena & Garcia, LLP
8950 SW 74 Court, Suite 1210
Miami, FL 33156
T:305.662.7272 F: 305.662.4266
CFLGCPA.COM

August 12, 2024

Jenice Rosado - Town Manager
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154

Re: Proposal for Audit Preparation Services

The certified public accounting firm of Caballero Fierman Llerena & Garcia, LLP (CFLG) proudly submits the following proposal to provide Audit Preparation Services to the Town of Bay Harbor Islands (the Town) for the fiscal year ended September 30, 2024. The firm consists of Certified Public Accountants and professionals dedicated to serving the public sector specializing in audits of non-profit and Governmental organizations. The partners of CFLG have been providing professional CPA services throughout Florida for the past 50 years and are members of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. Caballero Fierman Llerena & Garcia, LLP is also a member of the Governmental Audit Quality Center.

Our team offers the **following advantages:**

Personnel On-The-Job: Our Management Team's CPA's have a combined experience of over 50 years of professional practice and are committed to the government sector.

Knowledgeable Team: Because our team members are devoted to the government sector, we are experts in the intricacies and unique issues affecting the Town .

Management Involvement:

- The professionals assigned to your engagement focus the **majority** of their time working **exclusively** with Governmental clients.
- Experienced Firm Management** (Partners/Managers/Supervisors/Seniors) will dedicate **100 percent of their time** to your engagement.
- Because of our experience, we will use your staff's time **efficiently** and serve as a **valuable resource** for the Agency.

Timely Delivery of Services: We understand the importance of completing the reporting requirements and year-end processes in a timely manner and will work closely with you, your staff and your external auditors to exceed your expectations.

Please note the firm has available the following number of Team Members to assist your Engagement:

2 Partners

2 Managers

1 Supervisor

1 Senior

6 Total

Fees: We recognize that engaging an accounting firm is an important investment of the Town. You can expect that we are competitively priced and that your investment in us will add value to your Town.

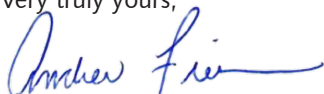
Caballero Fierman Llerena & Garcia, LLP has never received an unacceptable review from a federal or state desk review of any of its workpapers. In addition, CFLG nor any of its partners have ever been involved in any disciplinary action by a regulatory agency or professional organization.

License and Insurance: We are fully licensed and insured to provide the services identified in the scope of services. Copies of licensure and insurance documents can be provided upon request.

We are confident that our firm is eminently qualified to meet the challenges of this engagement. The Town will be a valued client of our firm and we pledge to commit our resources to provide the level and quality of services that will fit the Town's needs, and exceed your expectations.

Andrew Fierman, CPA, is authorized to make representations for and to bind the firm. He can be reached at 786-390-5831. His e-mail address is afierman@cflgcpa.com. Please do not hesitate to call if you have any questions about the information provided in this proposal. We thank you for considering our firm's qualifications and experience and look forward to serving you.

Very truly yours,



Andrew Fierman, CPA - Partner
Caballero Fierman Llerena & Garcia, LLP
FEI# 55-0912340
CPA License#: AD64536



FIRM PROFILE

Caballero, Fierman, Llerena & Garcia, LLP (CFLG) has been serving the South Florida Community since 1972 with the highest level of ethical standards and an unparalleled level of professional and personal service with offices in Miami-Dade, Broward, and Palm Beach Counties.

CFLG offers an extensive range of professional services and a high degree of specialization. In addition to traditional accounting, audit, tax and consulting, the firm has developed several niche practice areas including services for the government and not-for-profit sectors.

Our professionals combine practical knowledge with years of experience to provide a level of understanding and service that is unique among professional service firms. We take a team approach to every engagement, ensuring the highest degree of technical knowledge, experience and understanding of current issues and regulatory matters. In addition, our firm is a member of Abacus Worldwide, an international association of independent accounting, consulting and legal firms which provides our Firm's professionals added access to a wide range of industry and service specialization.

FIRM SPECTRUM OF SERVICES

ASSURANCE SERVICES involve audits of financial statements of governmental entities, Federal and Florida Single Audits, employee benefit plans, and small businesses, compilations, reviews, Audit Support, agreed upon procedures, and internal control assessments.

TAX AND ADVISORY SERVICES involve tax return preparation for not-for-profit organizations, private companies and individuals. We also provide assistance to not-for-profit organizations and local governments with compliance and understanding of IRS regulations.

INFORMATION TECHNOLOGY (IT) includes services such as IT compliance assessments and penetration testing.

CFLG's philosophy is to provide our clients with the same high level of service they would expect from a large national firm, but with the personal attention of a small local firm. All of our clients have direct access to our partners. We commit to have our partners involved throughout all phases of the engagement. For example, our partners are in the field during the audit and all the decision making is on site.

Our professional staff is prepared and fully qualified to help you determine your realistic present and future goals, and assist you in reaching them. We combine invaluable experience gained at some of the most highly regarded international accounting firms, with the kind of personal service these firms can seldom provide.

Every member of our professional staff at the firm is here because they combine outstanding accounting qualifications with proven communication skills and depth of character. Our partners and staff are actively involved with recognized standard-setting organizations at the national, state, and local levels. The firm is also a member of the AICPA Governmental Audit Quality Center, which holds our firm to a higher standard of quality.

Our industry areas of specialization include:

- Governmental Organizations
- Not-For-Profit Organizations
- Federal and Florida Single Audits
- Charter Schools
- Retirement Plans (Defined Benefit, Defined Contribution, 403(b) and 401(k))
- Small Businesses
- Individuals



CABALLERO FIERMAN
LLERENA + GARCIA LLP

accountants | advisors

ASSURANCE SERVICES

Caballero, Fierman, Llerena & Garcia, LLP has provided professional auditing, accounting, financial reporting, Audit Support and management consulting services to a broad spectrum of governmental entities, not-for-profit organizations and commercial entities. Our audit professionals, who have been focused in providing these services throughout their entire careers, have an in-depth understanding of the environments in which these types of entities operate. Their knowledge and experience allow us to provide the highest level of professional service to our governmental clients.

The partners, managers and professionals of the Firm are actively involved in recognized standard-setting organizations at the national, state and local level. These organizations include the American Institute of Certified Public Accountants (AICPA), Florida Institute of Certified Public Accountants (FICPA), Government Finance Officers Association (GFOA), the Florida Government Finance Officers Association (FGFOA), the Florida Association of Special Districts (FASD) and the Florida League of Cities. In addition, our firm is a member of the AICPA's Governmental Audit Quality Center and Employee Benefit Plan Audit Quality Center. We are also involved in our community through board and audit committee memberships with not for profit organizations.

Our Assurance Services include:

- **AUDIT AND ATTEST SERVICES**
 - Audits of governmental entities (cities, towns, villages, counties and special districts)
 - Audits of 401k Plans
 - Audits of governmental pension plans
 - Audits of Not For Profit Organizations
 - Audits of Commercial Businesses
 - Compilations and Reviews
 - Agreed Upon Procedures
 - Compliance audits-Federal Single Audits under the Uniform Guidance, Florida Single Audits, and Program-Specific Audits
 - Internal audit services
- Performance Audits

ACCOUNTING AND CONSULTING

- Audit Preparation Services
- Full service accounting and bookkeeping
- Operational Reviews

- Fund balance projections
- Budget Reviews
- Assistance with the preparation of financial statements and review of Comprehensive Annual Financial Reports (CAFR's)
- Assistance with the preparation of state reports
- Assistance with implementation of accounting pronouncements
- Information Technology Reviews

LICENSE TO PRACTICE IN THE STATE OF FLORIDA

The firm is properly registered/licensed State of Florida professional limited partnership. All professional management staff are properly registered/licensed to practice public accounting in the State of Florida.

PARTICIPATION IN QUALITY CONTROL REVIEW PROGRAM

CFLG is a member of the Government Audit Quality Center and as such must comply with a comprehensive quality control process specific to governmental engagements.

YEAR-ROUND INVOLVEMENT

Our involvement with the our clients and its finance department does not end when your financial statements are issued or your tax return is filed. We remain involved with you through our regular reviews of any minutes and communications regarding new standards that have been issued that may affect you. Our year-round involvement ensures a timely and efficient delivery of services and helps us and our clients address any issues before year end.

EXTENSIVE EXPERIENCE WITH REGULATORY ENVIRONMENT

CFLG has extensive experience in performing audits of organizations including preparing financial statements in conformity with GASB and FASB pronouncements.

We also have extensive experience in performing single audits for Not for Profit Organizations and Governmental Entities as well as in providing assistance with clients in preparing Annual Comprehensive Financial Reports.

We have assisted entities in countless submissions to the Federal Audit Clearinghouse.



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LLERENA + GARCIA LLP
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FIRM LEADERSHIP TEAM



Andrew S. Fierman, CPA
Partner

Miami Office | 305-680-5145
afierman@cflgcpa.com

Andrew is a Partner in our firm's Assurance Services department and brings 22 years of experience. He provides guidance on financial reporting, accounting, and auditing matters including Federal and Florida Single Audits, and consulting services for all types of entities including governmental entities. These consulting services range from internal control reviews to audit support services to annual comprehensive financial report (ACFR) guidance and preparation.

EDUCATION

Bachelor of Science in Accounting,
University of Florida
Master of Business Administration,
Florida International University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA), *Former Miami-Dade Chapter Chair*
Miami Dade League of Cities
- Budget Committee
Florida Government Finance Officers Association (FGFOA),
Government Finance Officer Association (GFOA)
South Florida Government Finance Officers Association, *Associate Member* (FGFOA)
United Way of Miami Dade County,
Former Co-Chair Audit Committee
Communities in Schools of Miami, Inc.,
Chair
Cuban American Certified Public Accountants Association, *Past President*



Enrique Llerena, CPA
Partner

Miami Office | 305-680-5132
ellerena@cflgcpa.com

Enrique Llerena is a Partner in our firm's Assurance Services department. He has 19 years of experience servicing a wide range of clientele in the accounting profession.

Mr. Llerena has comprehensive knowledge in Financial Audits, Federal Single Audits, Florida Single Audits, Employee Benefit Plans, Agreed-Upon Procedures, Attestation Services, Audit Support, Operational & Performance Reviews, Internal Control Reviews and Consulting Services. Mr. Llerena has also been a leader in his industry serving as a speaker and presenter in many governmental events.

EDUCATION

Bachelor of Science, Accounting,
Florida International University
Master of Accounting,
Florida International University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)
GFOA Special Review Committee,
Active Member
Miami-Dade, Broward and Palm Beach Counties Leagues of Cities
South Florida Government Finance Officers Association (SFGFOA), *Associate Member*
Florida Government Finance Officers Association (FGFOA)
Cuban-American Certified Public Accountants Association Inc., *Director*



Elias Rodriguez, CPA
Manager

Broward Office | 954-210-4336
erodriguez@cflgcpa.com

Elias Rodriguez is a Manager in our firm's Assurance Services department. He has 8 years of experience servicing a wide range of clientele in the accounting profession.

Elias has comprehensive knowledge in Financial Audits, Federal Single Audits, Florida Single Audits, Employee Benefit Plans, Attestation Services, Internal Reviews and Consulting Services.

EDUCATION

Bachelor of Science in Accounting,
Florida Atlantic University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)
South Florida Government Finance Officers Association (SFGFOA), *Associate Member*
Florida Government Finance Officers Association (FGFOA)



CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

ENGAGEMENT PERSONNEL



Jamie Blank, CPA
Manager
Miami Office | 305-662-7272
jblank@cflgcpa.com

Jamie Blank is a Manager in our firm with over 13 years of experience in accounting and auditing experience serving governmental entities. Her experience includes Audit Support, examining accounting records, reviews of internal controls, federal and state grants, compliance with policies, plans, procedures, and agreed upon procedures (AUP).

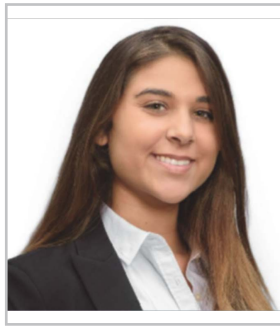
EDUCATION

Bachelor of Science in Business
Administration, University of Florida

Master of Accounting,
Florida Atlantic University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)



Amanda Vega
Supervisor
Miami Office | 305-662-7272
avega@cflgcpa.com

Amanda Vega is a Supervisor in our firm with over 7 years of experience in accounting and auditing serving governmental entities. Her experience includes Audit Support, examining accounting records, reviews of internal controls, federal and state grants, compliance with policies, plans, procedures, and agreed upon procedures (AUP).

EDUCATION

Bachelor of Science, Accounting
Florida International University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)
South Florida Government Finance Officers Association (SFGFOA)
Florida Government Finance Officers Association (FGFOA)



James Diaz CPA
Senior
Miami Office | 305-662-7272
jdiaz@cflgcpa.com

James Diaz is a Senior in our firm with over 5 years of experience in accounting and auditing experience serving governmental entities. His experience includes Audit Support, examining accounting records, reviews of internal controls, federal and state grants, compliance with policies, plans, procedures, and agreed upon procedures (AUP).

EDUCATION

Master of Accounting,
Florida International University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)



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MIAMI SHORES VILLAGE

 Holly Hugdahl
Finance Director
 financedirector@miamishoresvillage.com
 (305) 762-4855
 Served 12 years

CITY OF MIAMI SPRINGS

 Christopher Chiocca
Finance Director
 chiocca@msvfl.gov
 (305) 805-5019
 Served 17 years

CITY OF SOUTH MIAMI

 Alfredo Riverol
Chief Financial Officer
 ariverol@southmiamifl.gov
 (305) 663-6343
 Served 3 years

TOWN OF CUTLER BAY

 Robert Daddario
Finance Director
 rdaddario@cutlerbay-fl.gov
 (305) 234-4262
 Served 14 years

CITY OF MIRAMAR

 Susan Gooding-Liburd
Chief Financial Officer
 sagooding-liburd@miramarfl.gov
 (954) 602-3158
 Served 5 years



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Below is a summary of the scope of services discussed:

Timing: TBD

Level of staffing: 1 Senior and 1 Supervisor

Senior/Supervisor: 8 weeks

Scope of work: Completion of work papers including

- Prepaids,
- Inventories workpaper
- Transfer in and Transfers out,
- Customer Deposits
- Complete Government wide workpapers
- Complete footnotes
- Create JE's as deemed
- Run Trial Balances
- Draft Statements
- GASB 54 workpapers
- GASB 87 and GASB 96 workpapers
- Assist with footnotes
- Additional procedures as deemed necessary subject to mutual agreement

Manager: 5 weeks

Scope of work: Completion of work papers including

- Review Statements
- Review of government wide workpapers,
- Complete complex calculations for Pensions
- Debt workpapers
- Capital Asset workpapers
- Assist with completion for OPEB,
- Review of staff work
- Complete RSI information,
- Complete footnotes
- Assist with Cashflows
- Draft MDA -update as necessary
- Assist with audit questions and attend Town and auditor progress meetings
- Additional procedures as deemed necessary subject to mutual agreement

Timing: TBD

Level of service: 1 Manager

Manager: 1 week

Scope of work: Assistance with the Florida AFR.

We understand that the team will be working with the Finance Director, and their team. The completion of the audit work papers and addressing all audit concerns would be the primary focus of this engagement. The services will be utilized for assistance of the completion of the ACFR, single audit and AFR reports.

Hourly billing rates applicable to work performed for these services are as follows:

- Senior - \$180
- Supervisor - \$200
- Manager - \$275
- Partner - \$375

Our fee for the services above are estimated at \$162,500. We will require \$15,000 upon execution of this agreement as a start up cost.



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AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 9.

ITEM: Consideration and Approval of a resolution approving an Interlocal Agreement between the Town of Bay Harbor Islands and Miami-Dade County Clerk of Court and Comptroller for implementation of the services of the eCitation Program. Enclosed are the resolution and Interlocal Agreement.

DESCRIPTION:

Staff recommends approving a resolution approving the renewal of the Interlocal Agreement between the Town of Bay Harbor Islands and Miami-Dade County Clerk of the Court and Comptroller for implementation of the services of the eCitation Program. Enclosed are the resolution and the Interlocal Agreement.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

FY 2025/2026 for the purchase of Zebra Printers that are necessary for the operation/printing of the eCitation Program.

Capital Outlay- 001.5210.400064.000- \$10, 000 was budgeted for FY 2025/2026.

BUDGET IMPACT:

Submitted By: Analily Perez, Compliance Manager
 Lindsley Noel

ATTACHMENTS

1.	Staff Memo for Council MOU E Citation
2.	Resolution - E-Citation Services Interlocal Agreement
3.	Bay Harbor Islands interlocal agreement eCitation



TOWN OF BAY HARBOR ISLANDS POLICE DEPARTMENT MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Town Manager
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Lindsley Noel Chief of Police
DATE:	August 28, 2024
SUBJECT:	Town of Bay Harbor Islands – Consideration and Approval of a resolution approving an Interlocal Agreement between the Town of Bay Harbor Islands and Miami-Dade County Clerk of the Court and Comptroller for implementation of the services of the eCitation Program. Enclosed are the resolution and Interlocal Agreement.

RECOMMENDATION

Staff recommends approving a resolution implementing a Interlocal Agreement between the Town of Bay Harbor Islands and Miami-Dade County Clerk of the Court and Comptroller for implementation of the services of the eCitation Program. Enclosed are the resolution and the Interlocal Agreement.

BACKGROUND / ANALYSIS

The Clerk's Office manages the Traffic Violations Bureau (herein referred to as the "TVB"), which oversees the collection, the disbursement of traffic violation revenues, and the processing of all traffic court related documents; The term of this AGREEMENT shall be for an initial period of three (3) years, with automatic renewals each year thereafter.

The system is intended to improve efficiency and accuracy, and to reduce the time officers spend roadside. The system cross-checks information electronically, which can reduce

errors and rejections. It also notifies officers if a vehicle is stolen and verifies the status of a driver's license. Citations are posted online within 24 hours, allowing drivers to pay more quickly. The printed citation is clearer and more legible than the old-style citations with film on the back. The system can cut roadside time in half, increasing efficiency. After receiving a citation, drivers have 30 days to pay the fine or to notify the court if they intend to fight the charge. They can contact the court if they have any questions.

Both the resolution and interlocal agreement are attached.

EXECUTE

The term of this agreement shall be for an initial period of three (3) years, with automatic renewals each year thereafter.

Resolution Wording:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI- DADE COUNTY CLERK OF THE COURT AND COMPTROLLER FOR IMPLEMENTATION OF THE SERVICES OF THE eCITATION PROGRAM. CITATIONS WILL BE SUMITTED THROUGH THE COUNTY'S ELECTRONIC SYSTEM AND TRAFFIC VIOLATIONS BUREAU, PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE INTERLOCAL AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS, AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

FINANCIAL ANAYSIS

FY 2025/2026 for the purchase of Zebra Printers that are necessary for the operation/printing of the eCitation Program.

Capital Outlay- 001.5210.400064.000 - \$10,000.00 was budgeted for FY 2025/2026.

ATTACHMENTS

1. Town Memorandum
2. Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY CLERK OF THE COURT AND COMPTROLLER FOR IMPLEMENTATION OF THE SERVICES OF THE E-CITATION PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING EXECUTION OF THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands and the Miami-Dade Clerk of the Court and Comptroller desire participation in the eCitation Program; and

WHEREAS, the Clerk of the Court's Office manages the Traffic Violation Bureau, which oversees the collection, the disbursement of traffic violation revenues, and the processing of all traffic court related documents; and

WHEREAS, Miami-Dade Police Department implemented an eCitation program which allows for electronic processing of traffic citations; and

WHEREAS, the Police Department desires to participate in the eCitation program through an Interlocal Agreement between Miami-Dade Clerk of the Court and Comptroller and the Town of Bay Harbor Islands; and

WHEREAS, the Town Council wishes to authorize the Town Manager to enter into an Interlocal Agreement with Miami-Dade County Clerk of the Court and Comptroller in substantially the form attached hereto as "Exhibit A", for participation in the eCitation Program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS THAT:

Section 1: The foregoing recitals are true and correct and incorporated by reference.

Section 2. The Town Council hereby approves the Interlocal Agreement between the Town of Bay Harbor Islands, Miami-Dade County Clerk of Court and Comptroller for implementation of the services of the eCitation Program.

Section 3. The Town Manager is authorized to do all things necessary to carry out the aims of this resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of September 2024.

**JOSHUA D. FULLER
MAYOR**

ATTEST

**YVONNE P. HAMILTON,
ACTING TOWN CLERK**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

**TOWN ATTORNEY
GREENSPOON MARDER LLP
By: JOSEPH S. GELLER**

AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of this ____ day of _____, 2024, by and between MIAMI-DADE CLERK OF THE COURT AND COMPTROLLER, a political subdivision of the State of Florida (hereinafter referred to as the “CLERK’S OFFICE”) and the CITY/AGENCY Bay Harbor Islands, under the State of Florida, (hereinafter referred to as the “CITY/AGENCY”).

WITNESSETH:

WHEREAS, the Clerk’s Office is vested with the intergovernmental jurisdiction to manage the Traffic Violations Bureau (herein referred to as the “TVB”), which oversees the collection, the disbursement of traffic violation revenues, and the processing of all traffic court related documents; and

WHEREAS, in order to capture revenue lost due to illegibility or issue error, as well as to enhance productivity, the Clerk’s Office in coordination with all Miami-Dade County cities and other agencies has proposed to integrate the systems of various entities; and

WHEREAS, the CLERK’S OFFICE intends to provide e-citation integration services at no expense to the CITY/AGENCY, and will operate an electronic citation integration server (hereinafter referred to as the “SYSTEM”) for use by the Office of the Clerk (Traffic Violations Bureau); and

WHEREAS, the CITY/AGENCY desires to be a part of the CLERK’S OFFICE e-citation integration server; and

WHEREAS, the CLERK’S OFFICE and the CITY/AGENCY endeavor to provide their citizens with the best possible traffic enforcement services supported by up-to-date technology,

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the CLERK’S OFFICE and the CITY/AGENCY do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

ARTICLE ONE

Responsibilities of the Miami-Dade Clerk of the Court and Comptroller's Office

The CLERK'S OFFICE agrees to:

1. Implement and maintain the e-citation integration server, which will allow cities/agencies to transfer all e-citation and attendant document data.
2. Ensure that once the SYSTEM has been tested and is fully operational, the CLERK'S OFFICE will make satisfactory arrangements to ensure that the components of the integration server will be serviced when necessary.
3. Provide trained and qualified personnel to operate the SYSTEM at the Clerk's Technical Services Division and provide support to the cities/agencies on a five (5) days a week, 8 hours a day basis (9 A. M.-5 P. M.).
4. Designate a person (hereinafter referred to as "Project Manager") who will be responsible for handling the SYSTEM, administer the SYSTEM and handle all technical issues arising out of, under, or in connection with the SYSTEM, including but not limited to: processing change orders and modifications to the system; coordinating implementation, installation and maintenance of all equipment necessary to the satisfactory operation of the SYSTEM; and addressing all business and technical issues.
5. Designate a person, (herein referred to as "Operational Liaison") within the Traffic Violations Bureau, who will be responsible for addressing operational and procedural related issues.
6. The Operational Liaison and/or Project Manager will communicate with "Agency Liaison" regarding required system updates and modifications (i.e: violation code tables updates, etc).

ARTICLE TWO
Responsibilities of the CITY/AGENCY

The CITY/AGENCY agrees to:

1. Utilize the CLERK’S OFFICE e-citation integration server and any upgrade(s) thereto, to transmit tickets and related documents within the five (5) days required by F.S. 316.650.
2. Maintain all functional records and accounts that relate to the SYSTEM (including but not limited to system and officer log-in and log-out, starting and ending citation for each officer and shift, citation transmittal sheets, and data upload and download records) in accordance with Generally Accepted Accounting Principles (GAAP), and provide the CLERK’S OFFICE access to said accounts and records for auditing purposes for the duration of the AGREEMENT. The CITY/AGENCY agrees to abide by all guidelines set forth in the Miami-Dade County Clerk’s Office E-Citation Process Interface Control Document Version 6.1 or higher (herein referred to as the “ICD”) hereby made a part of this agreement. (see Attachment A).
3. Utilize the SYSTEM and participate in the program as instructed by the CLERK’S OFFICE and as fully as possible during the terms of this AGREEMENT.
4. Operate all components of the SYSTEM in full compliance with all operational manuals, rules, and regulations of the CLERK’S OFFICE, and the TERMS AND CONDITIONS of the CLERK’S OFFICE (see Attachment A).
5. Notify the CLERK’S OFFICE immediately regarding the failure of any components of the SYSTEM.
6. Provide a designated person along with a back-up person (herein referred to as “Agency Liaisons”) for communication with the CLERK’S OFFICE, the CLERK’S TECHNICAL SERVICES DIVISION, and/or the TVB; and to communicate and train officers on proper issuance and transmission of electronic citations.
7. Once contacted by the Clerk’s Office, regarding modifications to the ICD (including but not limited to violation codes tables, etc.) the city/agency agrees to make all

necessary changes within **24 hours** and to download all changes to agency equipment.

8. Once the offices of a City/Agency provide e-citations thru the “SYSTEM”, all signed paper follow-up citation copies, required pursuant to F.S. 318.14(2) will be filed with a transmittal sheet (as provided in the ICD). This e-citation transmittal will be separate from handwritten non-electronic citations, and will be clearly marked as “**E-CITATION FOLLOW-UP COPY**”. The e-citation follow-up copies will **NOT** be processed as the charging document; it will only be placed in the court file.
9. Select and purchase or build a traffic e-citation issuance system that is compliant with the requirements outlined in Attachment A.
10. Modify the traffic e-citation issuance system, either by the City/Agency or the vendor that supplied such system, to be compliant with any changes required by the SYSTEM.
11. Test the integration between the traffic e-citation issuance system and the SYSTEM for a period of 10 business days or until such time as the Clerk’s Office and the City/Agency agree to process transactions in a production environment.
12. Understand that a citation that is rejected by the SYSTEM will not have a case file opened. The rejected citation must be corrected within the traffic e-citation issuance system and resubmitted to the SYSTEM.
13. Acknowledge that if a Law Enforcement Agency (LEA) uses automated citations but those citations are **NOT** electronically transmitted then, the e-citation paper must be filed with the Clerk of Courts in a separate transmittal where it is clearly indicated “**NOT ELECTRONICALLY TRANSMITTED**”. These citations must conform to requirements specified below (see sections A & B) regarding bar code, paper size, and paper quality. Information on citations must be standardized following Florida Uniform Traffic Citation (FUTC) format.
14. If a LEA uses automated citations that **are** electronically transmitted, the electronically filed e-citation will be the officially filed charging document. The follow-up paper copies of the e-citation, which will contain the defendant and officer signatures, and fingerprint if necessary, must be filed with the Clerk of the Court and

Comptroller subject to F.S. 318.14(2), in a separate transmittal where it is clearly indicated “**E-CITATION FOLLOW-UP COPY**”. These citations must conform to requirements specified below (see sections A & B) regarding bar code, paper size, and paper quality. Information on citations must be standardized following FUTC format.

A. Agency “E-CITATION FOLLOW-UP COPY” Paper Requirements:

Automated Paper Citations, submitted as follow-up copies (#14 above), or as interim FUTC’s (#13 above) must adhere to the following specifications:

1. Size-Preferably the size of current Florida Uniform Traffic Citation, which is 8.5” by 4.25”. We cannot accept sizes smaller than this. However, we do accept citations in 8.5” by 11” format in which the front of the citation is printed on the left panel and the back of the citation is printed on the right panel, per the Florida Highway Patrol (FHP) standard.
2. Ream Weight = 15 to 30 lb. paper.
3. Thermal Paper submitted must be of sufficient thickness to uniformly pass through standard scanners without curling.
4. All documents/papers (carbonless, etc.) must be rubber roller safe – Ingredients used in paper and ink should not interact chemically with rubber – essentially, they should be chemically inert.
5. Leading edge of paper documents exiting printing devices cannot curl up more than 3mm or curl down more than 5mm over a 30mm span from the edge of the paper.
6. All print must be black ink.

B. Automated Barcode Requirements:

1. The barcode must be of good quality to be read by standard barcode readers.
2. Clerk’s Office Standard Code is 3 of 9 (also known as “code39” or “USD-3”) Current “de-facto” Standard with a 3:1 ratio Code 3 of 9 is an alphanumeric, self-checking, variable-length barcode that uses five black bars and four white bars to

define a character. Three bars are wide and six are narrow. A character is represented by nine elements. An inter-character gap separates each character. Start and stop characters are depicted as asterisks (*) and are used to delineate barcode. The barcode is preceded and followed by quite zones. A check character is optional. Code 3 of 9 supports 26 uppercase letters, 10 digits, and 7 special characters which include: -.\$/+% (space).

ARTICLE THREE

Right to Offset

If the CITY/AGENCY fails to meet any of its obligations as set forth in this AGREEMENT and as determined by the CLERK'S OFFICE, and after notice to the delinquent CITY/AGENCY and the providing of thirty (30) days to meet its obligations, if the CLERK'S OFFICE incurs costs, expenses or damages as a result of such failure, the CLERK'S OFFICE, in addition to any other remedies, reserves the right to offset any sums due the CITY/AGENCY from any traffic ticket revenue source in an amount equal to the CLERK'S OFFICE expenses.

ARTICLE FOUR

Correspondence

It is understood and agreed that any official notices that result from or are related to this AGREEMENT must be in writing and shall only be considered delivered when done so by certified mail to:

CITY/AGENCY
Bay Harbor, Florida
Attention: Maria Lasday, City Manager

**CLERK OF THE COURT AND
COMPTROLLER**
Traffic Violations Bureau
1351 NW 12th St., Suite 9640
Miami, Florida 33125
Attn: Doreen Ruggiero,
Senior Deputy Clerk

ARTICLE FIVE

Settlement of Disputes

The parties agree that the Clerk of Courts shall be the administrator of this AGREEMENT, that

all questions, difficulties and disputes, of whatever nature, which may arise under or by reason of this AGREEMENT and the rendering of services and performance of obligations hereunder, shall be subject to the parties' obligation to mutually discuss and/or mediate any such matters that may arise within thirty (30) days of a request by either party to resolve any pending matter or issue. Following the expiration of the thirty (30) day discussion/mediation period, nothing contained in this AGREEMENT shall prevent either party from seeking relief through a court of competent jurisdiction.

ARTICLE SIX

Terms of the Agreement

The term of this AGREEMENT shall be for an initial period of three (3) years, with automatic renewals each year thereafter. However, this AGREEMENT may be terminated by either party hereto by providing the other party with thirty (30) days advance written notice. All of the terms and conditions shall remain in full force and effect until such time that the AGREEMENT is terminated or modified by mutual consent or either party.

ARTICLE SEVEN

Assignments

The CITY'S/AGENCY'S obligations hereunder are not assignable. The CITY/AGENCY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of its rights under the AGREEMENT, or any interest in any portion of same, without the prior written consent of the CLERK'S OFFICE, which consent will not be unreasonably withheld.

ARTICLE EIGHT

Complete Agreement

No representations or warranties shall be binding upon either party unless expressed in writing herein.

ARTICLE NINE

Modifications

This AGREEMENT may not be altered, changed or modified except by or with the written consent of the parties and the Clerk of Courts as AGREEMENT administrator.

CLERK OF THE COURT
AND COMPTROLLER

TOWN OF BAY HARBOR
ISLANDS

BY: _____

BY: _____

JUAN BARQUIN-FERNANDEZ,

CLERK OF THE COURT
AND COMPTROLLER

TOWN MANAGER

ATTEST: _____

ATTEST: _____

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 10.

ITEM: Consideration and Approval of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the Village of El Portal and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and draft resolution.

DESCRIPTION:

The Mutual Aid Agreement provides for rendering of assistance for routine and law enforcement intensive situations between both agencies. This Mutual Aid Agreement combines the elements of a Voluntary Cooperation Agreement and a requested Operational Assistance Agreement as described in Chapter 23 Florida Statutes. Both the MOU and Joint Declaration are attached.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no fiscal impact for entering into said agreement.

BUDGET IMPACT:

Submitted By: Analily Perez, Compliance Manager
 Lindsley Noel

ATTACHMENTS

1.	Staff Memo
2.	BHI - El Portal Mutual Aid Agreement
3.	Resolution - El Portal Mutual Aid Agreement



**TOWN OF BAY HARBOR ISLANDS
POLICE DEPARTMENT
MEMORANDUM**

TO: Mayor and Town Council Members

THRU: Jenice Rosado, ICMA-CM Town Manager

CC: Joseph S. Geller, Esq., Town Attorney
Yvonne P. Hamilton, CMC, Town Clerk

FROM: Lindsley Noel
Chief of Police

DATE: August 28, 2024

SUBJECT: Town of Bay Harbor Islands – Consideration and Approval of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the Village of El Portal and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and proposed resolution.

RECOMMENDATION

Staff recommends that the Town Council approves and adopts the Mutual Aid Agreement which provides for rendering of assistance for routine and law enforcement intensive situations between both agencies. This Mutual Aid Agreement combines the elements of a Voluntary Cooperation Agreement and a requested Operational Assistance Agreement as described in Chapter 23 Florida Statutes. Both the Mutual Aid Agreement and Joint Declaration are attached.

BACKGROUND / ANALYSIS

The Town of Bay Harbor Islands periodically renews/implements Mutual Aid Agreements with neighboring agencies to ensure public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations.

EXECUTE

This Agreement shall take effect from September 12, 2024, upon execution and approval by the hereinafter named officials and shall continue in full force and effect until September 1, 2029.

Resolution Wording:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING THE MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE VILLAGE OF EL PORTAL FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

FINANCIAL ANALYSIS

There is no fiscal impact for entering into said agreement.

ATTACHMENTS

1. Town Memorandum
2. Mutual Aid Agreement

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
THE TOWN OF BAY HARBOR ISLANDS,
FLORIDA AND THE VILLAGE OF EL PORTAL,
FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement (the "Agreement") is made as of this ____ day of _____, 2024, by and between the TOWN OF BAY HARBOR ISLANDS, FLORIDA, a Florida municipal corporation, having its principal office at 1030 95TH ST, Bay Harbor Islands, FL 33154; and the VILLAGE OF EL PORTAL, FLORIDA, a Florida municipal corporation having its principal office at 500 NE 87th St, Miami, FL 33138, and states as follows:

WHEREAS, it is the responsibility of the governments of Town of Bay Harbor Islands, Florida, and the Village of El Portal, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of Town of Bay Harbor Islands Police Department or the Village of El Portal Police Department; and

WHEREAS, Town of Bay Harbor Islands and the Village of El Portal are so located in relation to each other that it is in the best interest and advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

WHEREAS, Town of Bay Harbor Islands and the Village of El Portal have the authority under The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, BE IT KNOWN, that Town of Bay Harbor Islands, a political subdivision of the State of Florida, and the Village of El Portal a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of Town of Bay Harbor Islands and the Village of El Portal for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.
- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of Town of Bay Harbor Islands and the Village of El Portal for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of Town of Bay Harbor Islands and the Village of El Portal for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are

nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of Town of Bay Harbor Islands and the Village of El Portal for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

- a. Joint multi-jurisdictional criminal investigations.
- b. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
- c. Any natural, technological or manmade disaster.
- d. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
- e. Terrorist activities including, but not limited to, acts of sabotage.
- f. Escapes from, or disturbances within, prisoner processing facilities.
- g. Hostage and barricaded subject situations, and aircraft piracy.
- h. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-

progress calls, pursuits, and missing person calls.

- i. Enemy attack.
- j. Transportation of evidence requiring security.
- k. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
- l. Security and escort duties for dignitaries.
- m. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
- n. Emergency situations in which one agency cannot perform its functional objective.
- o. Joint training in areas of mutual need.
- p. Joint multi-jurisdictional marine interdiction operations.
- q. Off-duty special events.
- r. DUI Checkpoints.
- s. Participating in exigent situations without a formal request which are spontaneous such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- t. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

- a. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.
- b. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.
- c. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-

duty supervisor on the scene.

- d. Communications instructions should be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
- e. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICTS:

Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

c. HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt

and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- a. Employees of the Town of Bay Harbor Islands and the Village of El Portal, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127 (1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- c. The political subdivision that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- d. The political subdivision furnishing aid pursuant to this Agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.
- e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that

apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid Agreement. This section applies to paid, volunteer, reserve and auxiliary employees.

- f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURES

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under Sections 932.701- 932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The municipality/agency in which any property is seized pursuant to the Forfeiture Act shall have exclusive authority to initiate forfeiture proceedings, for any matters that arise from a mutual aid event that is covered by this Agreement. However, the municipality/agency with the right to proceed with the forfeiture may allow the other participating municipality/agency to litigate the forfeiture with the written authorization of the Chief of Police and the legal counsel for each municipality/agency. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant to the provisions of the "Florida Contraband Forfeiture Act," less the costs associated with the forfeiture action.

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This Agreement shall take effect from September 12, 2024 upon execution and approval by the hereinafter named officials and shall continue in full force and effect until September 1, 2029. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this Agreement upon delivery of written notice to the other political subdivision.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this _____ day of _____, 2024.

Town of Bay Harbor Islands

JENICE ROSADO
Town Manager
Town of Bay Harbor Islands, Florida

Date: _____

YVONNE HAMILTON
Village Clerk
Town of Bay Harbor Islands, Florida

Date: _____

LINDSLEY NOEL
Chief of Police
Town of Bay Harbor Islands, Florida

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

JOSEPH S. GELLER, ESQ.
Town Attorney
Town of Bay Harbor Islands, Florida

Date: _____

Village of El Portal

OMARR C. NICKERSON, PH.D.
Mayor
Village of El Portal, Florida

Date: _____

YENISE JACOBI
Village Clerk
Village of El Portal, Florida

Date: _____

ALEJANDRO MENDEZ
Chief of Police
Village of El Portal, Florida

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

JOSEPH S. GELLER, ESQ.
Village Attorney
Village of El Portal, Florida

Date: _____

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA
APPROVING THE MUTUAL AID AGREEMENT AND
JOINT DECLARATION BETWEEN THE TOWN OF BAY
HARBOR ISLANDS AND THE VILLAGE OF EL PORTAL
FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR
INCORPORATION OF RECITALS; AND SETTING AN
EFFECTIVE DATE.**

WHEREAS, it is the responsibility of the governments of the Town of Bay Harbor Islands, Florida and the Village of El Portal, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment, or facilities of the Town of Bay Harbor Islands' Police Department or the Village of El Portal Police Department; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Bay Harbor Islands, Florida and the Village of El Portal; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

(2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the Town of Bay Harbor Islands and the Village of El Portal have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Section 23.12-23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement (“Cooperation Agreement”) for law enforcement services which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34 of the Florida Statutes.

WHEREAS, the Town of Bay Harbor Islands and the Village of El Portal are desirous of entering into a Mutual Aid Agreement and Joint Declaration (“Exhibit 1”) with each other to provide adequate levels of police service to ensure the public safety of their residents.

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

Section 1. Recitals: The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

Section 2. Approval. The Town Council hereby approves the voluntary cooperation and operational assistance mutual aid agreement between the Town of Bay Harbor Islands and the Village of El Portal.

Section 3. Authority of Town Manager. The Town Manager is authorized to execute this Mutual Aid Agreement.

Section 4. Effective Date. This Resolution shall be effective upon adoption.

PASSED and ADOPTED this 14th day of September 2024.

JOSHUA D. FULLER, MAYOR

ATTEST:

YVONNE P. HAMILTON, TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.**

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 11.

ITEM: Consideration and Approval of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the City of Opa-Locka and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and draft resolution.

DESCRIPTION:

The Mutual Aid Agreement provides for rendering of assistance for routine and law enforcement intensive situations between both agencies. This Mutual Aid Agreement combines the elements of a Voluntary Cooperation Agreement and a requested Operational Assistance Agreement as described in Chapter 23 Florida Statutes. Both the MOU and Joint Declaration are attached.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no fiscal impact for entering into said agreement.

BUDGET IMPACT:

Submitted By: Analily Perez, Compliance Manager
 Lindsley Noel

ATTACHMENTS

1.	Staff Memo for Council MOU Opa Locka
2.	Resolution - City of Opa-Locka Mutual Aid Agreement
3.	Opa Locka Mutual Aid Agreement



TOWN OF BAY HARBOR ISLANDS POLICE DEPARTMENT MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Town Manager
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Lindsley Noel Chief of Police
DATE:	August 28, 2024
SUBJECT:	Town of Bay Harbor Islands – Consideration and Approval of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the City of Opa-Locka and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and proposed resolution.

RECOMMENDATION

Staff recommends that the Town Council approves and adopts the Mutual Aid Agreement which provides for rendering of assistance for routine and law enforcement intensive situations between both agencies. This Mutual Aid Agreement combines the elements of a Voluntary Cooperation Agreement and a requested Operational Assistance Agreement as described in Chapter 23 Florida Statutes. Both the Mutual Aid Agreement and Joint Declaration are attached.

BACKGROUND / ANALYSIS

The Town of Bay Harbor Islands periodically renews/implements Mutual Aid Agreements with neighboring agencies to ensure public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations.

EXECUTE

This Mutual Aid Agreement shall be effective on the date of execution all parties and, unless terminated or cancelled on an earlier date, will expire on January 1, 2028.

Resolution Wording:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING THE MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE CITY OF OPA-LOCKA FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

FINANCIAL ANALYSIS

There is no fiscal impact for entering into said agreement.

ATTACHMENTS

1. Town Memorandum
2. Mutual Aid Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA
APPROVING THE MUTUAL AID AGREEMENT AND
JOINT DECLARATION BETWEEN THE TOWN OF BAY
HARBOR ISLANDS AND THE CITY OF OPA-LOCKA
FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR
INCORPORATION OF RECITALS; AND SETTING AN
EFFECTIVE DATE.**

WHEREAS, it is the responsibility of the governments of the Town of Bay Harbor Islands, Florida and the City of Opa-Locka, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment, or facilities of the Town of Bay Harbor Islands' Police Department or the City of Opa-Locka Police Department; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Bay Harbor Islands, Florida and the City of Opa-Locka; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

(2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the Town of Bay Harbor Islands and the City of Opa-Locka have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Section 23.12-23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement (“Cooperation Agreement”) for law enforcement services which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34 of the Florida Statutes.

WHEREAS, the Town of Bay Harbor Islands and the City of Opa-Locka are desirous of entering into a Mutual Aid Agreement and Joint Declaration (“Exhibit 1”) with each other to provide adequate levels of police service to ensure the public safety of their residents.

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

Section 1. Recitals: The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

Section 2. Approval. The Town Council hereby approves the voluntary cooperation and operational assistance mutual aid agreement between the Town of Bay Harbor Islands and the City of Opa-Locka.

Section 3. Authority of Town Manager. The Town Manager is authorized to execute this Mutual Aid Agreement.

Section 4. Effective Date. This Resolution shall be effective upon adoption.

PASSED and ADOPTED this 14th day of September 2024.

JOSHUA D. FULLER, MAYOR

ATTEST:

YVONNE P. HAMILTON, TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.**

LAW ENFORCEMENT MUTUAL AID AGREEMENT
BETWEEN THE CITY OF OPA-LOCKA AND THE TOWN OF BAY HARBOR ISLANDS
FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

WHEREAS, it is the responsibility of the government of the City of Opa-locka, Florida and the subscribing municipality to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of natural or manmade disasters or emergencies and other major law enforcement problems, including those that cross jurisdictional lines, that will require coordinated law enforcement efforts to ensure that preparations of this City will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the City; and

WHEREAS, in order to ensure that law enforcement agencies are prepared to competently address any and all conditions as they arise to protect the public peace and safety of the City of Opa-locka citizens, it is in the best interest of the community and law enforcement for police agencies to engage in mutual aid; and

WHEREAS, the subscribing law enforcement agencies have the authority under Florida Statutes Chapter 23, Part 1, Florida Mutual Aid Act, and under Florida Statutes Section 316.640, Enforcement, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN that the City of Opa-locka, a political subdivision of the State of Florida and the undersigned municipality, in consideration for mutual promises to

render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PURPOSE AND TERMS

- A. Short Title: Mutual Aid Agreement
- B. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Part I, Florida Statutes.
- C. Definitions:
 - 1. Chief Executive Official: Either the Commission of the City of Opa-locka, or the Chief Executive Official of the participating municipality, who has the authority to contractually bind the agency and has executed this Agreement, upon approval of the governing body of each entity.
 - 2. Agency Head: Either the Chief of the Opa-locka Police Department or the Chief's designee; and the Chief of Police of the municipal law enforcement agency, or the Chief's designee.
 - 3. Participating Law Enforcement Agency: The police department of any law enforcement agency in Miami-Dade County, Florida, that has approved and executed this Agreement.
 - 4. Certified Law Enforcement Employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION II. PROCEDURES

A. Operations:

1. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.
2. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which necessitated the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
3. The Agency Heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel, equipment, facilities, and other resources and services provided pursuant to this Agreement to the providing agency.

B. Powers, Privileges, Immunities, and Costs:

1. All employees of the participating law enforcement agency, including certified law enforcement employees, during such time that said employees are actually providing aid outside of the jurisdictional limits of their employing agency pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of this Mutual Aid Agreement, have the same powers, duties, rights, privileges, and immunities as if they were performing duties in the jurisdiction in which they are normally employed.
2. The political subdivision having financial responsibility for the participating law enforcement agency providing personnel, equipment, facilities, and other resources and services pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
3. The political subdivision having financial responsibility for the participating law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death which such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due to such employees.

4. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

C. Indemnification: Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omission, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action or claim for damages arising from the performance of this Agreement.

D. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Section 932.701 et. seq., Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating law

enforcement agency must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to settle, pursuant to the provisions of the Florida Contraband Forfeiture Act.

- E. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Part I, Florida Statutes.

SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY

- A. Command: The personnel, equipment, facilities, and other resources and services that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.
- B. Conflicts: Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control, and shall supersede the direct order.

C. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Director or Chief of Police, or his/her designee, of the agency employing the officer who is the subject of the complaint, shall be responsible for the investigation of the complaint. The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation, and;
4. The identity of the employee accused.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION IV. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

A. A deputy sheriff or police officer of either participating law enforcement agency shall be considered to be operating under the provisions of this Mutual Aid Agreement when participating in law enforcement activities that are preplanned and

approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

B. In compliance with and under the authority of this Mutual Aid Agreement, entered into by the City of Opa-locka and the participating municipality, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. The list includes, but is not necessarily limited to, dealing with the following:

1. Voluntary:

- a. Joint multi-jurisdictional criminal investigations.
- b. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
- c. Joint training in areas of mutual need.
- d. Off-duty special events or other off-duty police services.
- e. Joint multi-jurisdictional marine interdiction operations.
- f. Security and escort duties for dignitaries.

2. Operational:

- a. Hostage and barricaded subject situations, and aircraft piracy.
- b. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
- c. Enemy attack.

- d. Transportation of evidence requiring security.
- e. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
- f. Any natural, technological, or manmade disaster. Emergency situations in which one agency cannot perform its functional objective.
- g. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol, and police information.
- h. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical and hazardous waste spills, and electrical power failures.
- i. Terrorist activities including, but not limited to, acts of sabotage.
- j. Escapes from or disturbances within detention facilities.

SECTION V. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply to situations requiring operational assistance:

- A. Mutual aid requested or rendered will be approved by the Director or Chief of Police or their designee(s).

- B. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
- C. Communication instructions will be included in each request for mutual aid. The Miami-Dade Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.
- D. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

SECTION VI. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating law enforcement agency and the City of Opa-locka Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs A. and B. below, in that officers, while in another jurisdiction, are often present in events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- A. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County for arrests , for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction; for example, to or from court, provided that, in the context of this Agreement, “official business outside of his or her jurisdiction” shall not include routine patrol activities. This Agreement excludes

those areas within the territorial limits of any municipality not participating in Mutual Aid with the City of Opa-locka, and in any areas in which the City of Opa-locka does not have law enforcement jurisdiction.

- B. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County, for arrests made pursuant to the laws of arrest of persons identified as a result of investigations of any offense constituting a felony of any act of domestic violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the jurisdiction of the agency employing the arresting officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public. Authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, participating agency officers may execute search warrants outside the jurisdiction of their employing municipality for offenses which occurred in their jurisdiction. Participating agency officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within the territorial limits of any municipality not participating in mutual aid with the Opa-locka Police Department,

and in any areas in which the Opa-locka Police Department does not have law enforcement jurisdiction.

- C. Prior to any officer taking enforcement action pursuant to either paragraph A. or B. above, the officer shall notify the designated officer of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

Furthermore, all arrests made pursuant to paragraph A. above shall be processed and coded pursuant to directions of the Clerk of the Court, in such manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

D. General Requirements:

1. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
2. Concurrent law enforcement jurisdiction pursuant to this Agreement does include preplanned operations, undercover investigations, stings or sweeps.
3. Officers shall not conduct routine patrol activities outside of their jurisdiction.
4. Reports of any action taken pursuant to this Agreement shall be faxed to the agency head of the agency within whose jurisdiction the action was taken, as soon as possible after the action.

5. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
6. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance, and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

SECTION VII. EFFECTIVE DATE AND TERM OF AGREEMENT

This Mutual Aid Agreement shall be effective on the date of execution all parties and, unless terminated or cancelled on an earlier date, will expire on January 1, 2028. This Mutual Aid Agreement may be renewed in writing by the Agency Head and their respective Chief Executive Officials, in the case of the City of Opa-locka, the Police Chief and the City Commission are authorized to extend this Agreement. This Agreement may be formally renewed for a maximum of three (3) additional successive five (5) year terms. This Agreement may not be amended or modified except in writing signed and duly executed by the parties. Any modifications or amendments to this Agreement require the City of Opa-locka Commission approval via the City's legislative process.

SECTION VIII. CANCELLATION

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other participating law enforcement agency. Cancellation will be at the discretion of the

Agency Heads and their respective Chief Executive Officials, in the case of the City of Opa-locka, the Chief of Police and the City Commission are authorized to cancel this Agreement.

AGREED TO AND ACKNOWLEDGED this _____ day of _____ 2023

CITY OF OPA-LOCKA, FLORIDA

Kenneth D. Ottley
CHIEF OF POLICE
Date: _____

Darvin E. Williams
CITY MANAGER
Date: _____

John H. Taylor Jr.
CITY MAYOR
Date: _____

ATTEST:

Joanna Flores
CITY CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, Esq.
CITY ATTORNEY

TOWN OF BAY HARBOR ISLANDS, FLORIDA

Lindsley Noel
CHIEF OF POLICE
Date: _____

Jenice Rosado
TOWN MANAGER
Date: _____

Joshua D. Fuller
TOWN MAYOR
Date: _____

ATTEST:

Yvonne P. Hamilton
TOWN CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

TOWN ATTORNEY

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 12.

ITEM: Consideration and Approval of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the City of Miami Springs and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and draft resolution.

DESCRIPTION:

The Mutual Aid Agreement provides for rendering of assistance for routine and law enforcement intensive situations between both agencies. This Mutual Aid Agreement combines the elements of a Voluntary Cooperation Agreement and a requested Operational Assistance Agreement as described in Chapter 23 Florida Statutes. Both the MOU and Joint Declaration are attached.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no fiscal impact for entering into said agreement.

BUDGET IMPACT:

Submitted By: Analily Perez, Compliance Manager
 Lindsley Noel

ATTACHMENTS

1.	Staff Memo for Council MOU Miami Springs
2.	Resolution - City of Miami Springs Mutual Aid Agreement
3.	Miami Springs - Bay Harbour Islands Mutual Aid Agreement 2024 - DRAFT



TOWN OF BAY HARBOR ISLANDS POLICE DEPARTMENT MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Town Manager
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Lindsley Noel Chief of Police
DATE:	August 28, 2024
SUBJECT:	Town of Bay Harbor Islands – Consideration and Approval of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the City of Miami Springs and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and proposed resolution.

RECOMMENDATION

Staff recommends that the Town Council approves and adopts the Mutual Aid Agreement which provides for rendering of assistance for routine and law enforcement intensive situations between both agencies. This Mutual Aid Agreement combines the elements of a Voluntary Cooperation Agreement and a requested Operational Assistance Agreement as described in Chapter 23 Florida Statutes. Both the Mutual Aid Agreement and Joint Declaration are attached.

BACKGROUND / ANALYSIS

The Town of Bay Harbor Islands periodically renews and implements Mutual Aid Agreements with neighboring agencies to ensure public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations.

EXECUTE

This Agreement shall take effect retroactively from January 1, 2024, upon execution and approval by the hereinafter named officials and shall continue in full force and effect until December 31, 2028.

Resolution Wording:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING THE MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE CITY OF MIAMI SPRINGS FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

FINANCIAL ANALYSIS

There is no fiscal impact for entering into said agreement.

ATTACHMENTS

1. Town Memorandum
2. Mutual Aid Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA
APPROVING THE MUTUAL AID AGREEMENT AND
JOINT DECLARATION BETWEEN THE TOWN OF BAY
HARBOR ISLANDS AND THE CITY OF MIAMI SPRINGS
FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR
INCORPORATION OF RECITALS; AND SETTING AN
EFFECTIVE DATE.**

WHEREAS, it is the responsibility of the governments of the Town of Bay Harbor Islands, Florida and the City of Miami Springs, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment, or facilities of the Town of Bay Harbor Islands' Police Department or the City of Miami Springs Police Department; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Bay Harbor Islands, Florida and the City of Miami Springs; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

(2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the Town of Bay Harbor Islands and the City of Miami Springs have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Section 23.12-23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement (“Cooperation Agreement”) for law enforcement services which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34 of the Florida Statutes.

WHEREAS, the Town of Bay Harbor Islands and the City of Miami Springs are desirous of entering into a Mutual Aid Agreement and Joint Declaration (“Exhibit 1”) with each other to provide adequate levels of police service to ensure the public safety of their residents.

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

Section 1. Recitals: The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

Section 2. Approval. The Town Council hereby approves the voluntary cooperation and operational assistance mutual aid agreement between the Town of Bay Harbor Islands and the City of Miami Springs.

Section 3. Authority of Town Manager. The Town Manager is authorized to execute this Mutual Aid Agreement.

Section 4. Effective Date. This Resolution shall be effective upon adoption.

PASSED and ADOPTED this 14th day of September 2024.

JOSHUA D. FULLER, MAYOR

ATTEST:

YVONNE P. HAMILTON, TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.**

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS, FLORIDA AND
BAY HARBOUR ISLANDS, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement (the "Agreement") is made as of this ____ day of _____, 2024, by and between the CITY OF MIAMI SPRINGS, FLORIDA, a Florida municipal corporation, having its principal office at 201 Westward Drive, Miami Springs, FL 33166, and the TOWN OF BAY HARBOUR ISLANDS, FLORIDA, a Florida municipal corporation having its principal office at 1030 95th Street, Bay Harbor Islands, FL 33154, and states as follows:

WHEREAS, it is the responsibility of the governments of City of Miami Springs, Florida, and the Town of Bay Harbour Islands, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of City of Miami Springs Police Department or the Bay Harbour Islands Police Department; and

WHEREAS, City of Miami Springs and the Town of Bay Harbour Islands are so located in relation to each other that it is in the best interest and advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

WHEREAS, City of Miami Springs and the Town of Bay Harbour Islands have the authority under The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, BE IT KNOWN, that City of Miami Springs, a political subdivision of the State of Florida, and the Town of Bay Harbour Islands a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION 1: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of City of Miami Springs and the Town of Bay Harbour Islands for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.
- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of City of Miami Springs and the Town of Bay Harbour Islands for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of City of Miami Springs and the Town of Bay Harbour Islands for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.

- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of City of Miami Springs and the Town of Bay Harbour Islands for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening, or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

- a. Joint multi-jurisdictional criminal investigations.
- b. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
- c. Any natural, technological, or manmade disaster.
- d. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and

- electrical power failures.
- e. Terrorist activities including, but not limited to, acts of sabotage.
- f. Escapes from, or disturbances within, prisoner processing facilities.
- g. Hostage and barricaded subject situations, and aircraft piracy.
- h. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
- i. Enemy attack.
- j. Transportation of evidence requiring security.
- k. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
- l. Security and escort duties for dignitaries.
- m. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
- n. Emergency situations in which one agency cannot perform its functional objective.
- o. Joint training in areas of mutual need.
- p. Joint multi-jurisdictional marine interdiction operations.
- q. Off-duty special events.
- r. DUI Checkpoints.

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

- a. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.
- b. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.
- c. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.
- d. Communications instructions should be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation

has ended.

- e. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICTS:

Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or procedure shall control and shall supersede the direct order.

c. HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any

of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. Nothing contained herein shall be considered a waiver of sovereign immunity protections afforded under Section 768.28, Florida Statutes.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- a. Employees of City of Miami Springs and the Town of Bay Harbour Islands, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127 (1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- b. Each party agrees to furnish necessary personnel equipment, resources, and facilities and to render services to each other party to this Agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- c. The political subdivision that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- d. The political subdivision furnishing aid pursuant to this Agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.
- e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that

apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid Agreement. This section applies to paid, volunteer, reserve, and auxiliary employees.

- f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURES

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under Sections 932.701- 932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

The municipality/agency with the right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture, with the written authorization of the Chief of Police and the legal counsel for each municipality/agency. All proceeds from forfeited property as a result of or in accordance with this agreement shall be equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant to the provisions of the Florida Contraband Forfeiture Act., less the costs and attorney's fees and costs associated with the forfeiture action.

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within

ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This Agreement shall take effect retroactively from January 1, 2024 upon execution and approval by the hereinafter named officials and shall continue in full force and effect until December 31, 2028. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this Agreement upon delivery of written notice to the other political subdivision.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2024.

JC JIMENEZ
City Manager
City of Miami Springs, Florida
Date: _____

ATTEST:

ERIKA GONZALEZ, MMC,
City Clerk
City of Miami Springs, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

HAYDEE SERA
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L
City Attorney
City of Miami Springs, Florida

JENICE ROSADO
Town Manager
Bay Harbour Islands, Florida
Date: _____

ATTEST:

YVONNE P. HAMILTON
Town Clerk
Bay Harbour Islands, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

JOSEPH S. GELLER
GREENSPOON MARDER, LLP
Town Attorney
Bay Harbour Islands, Florida

Mutual Aid Agreement between the Town of Bay Harbour Islands
and City of Miami Springs

JIMMY DEAL
Chief of Police
City of Miami Springs, Florida

LINDSLEY NOEL
Chief of Police
Bay Harbour Islands, Florida

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 14.

ITEM: Consideration and Approval of an Invitation to Bid (ITB) for removal of the existing side front awning on the west side of the Morris N. Broad Community Center. Enclosed is the Staff Memorandum.

DESCRIPTION:

Staff recommends that the Town Council approve the request for staff to solicit proposals through an Invitation to Bid for the removal of the existing side front awning on the West side of the Community Center.

Staff has identified the need to replace the existing awning on the West side of the Community Center due to a state of disrepair. It has suffered significant corrosion over the years, resulting in visible damage such as fading and structural instability. This not only affects the aesthetic appeal of the Community Center, but also poses potential safety risks to our visitors and staff.

To address this issue, staff is proposing removal of the existing awning and the installation of a new durable awning. The new awning will not only enhance the appearance of the Community Center, but also provide better protection against the elements.

Upon approval of the request by the Town Council, staff will proceed to solicit the proposals in accordance with the procurement procedures outlined in Section 2-1.1(c) of the Town Code.

An Evaluation Committee will then review the proposals, and the Town Manager will submit their recommendation to the Town Council for approval.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

Except for the advertisement fee, there is no other cost associated with putting out this Invitation to Bid.

Funds have been identified in GL Line Item 001.5190.400064.000, Machinery and Equipment for this project. Pursuant to Section 3.01(d)92) of the Town Code, the Town Manager is authorized to transfer unencumbered appropriation balance or portion thereof within an office or department. Once the project amount is determined, the funds will be transferred to 001.5190.400062.000, Buildings.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Staff Memo for Council Agenda Item- Invitation to Bid for Removal and Replacment of Community Center Awning
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**TOWN OF BAY HARBOR ISLANDS
ENGINEERING DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
CC:	Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Jenice Rosado, ICMA-CM Town Manager
DATE:	September 12, 2024
SUBJECT:	Request to put out an Invitation to Bid (ITB) for removal of the existing side front awning on the west side of the Morris N. Broad Community Center

RECOMMENDATION

Staff recommends that the Town Council approve the request for staff to solicit proposals through an Invitation to Bid for the removal of the existing side front awning on the West side of the Community Center.

Staff has identified the need to replace the existing awning on the West side of the Community Center due to a state of disrepair. It has suffered significant corrosion over the years, resulting in visible damage such as fading and structural instability. This not only affects the aesthetic appeal of the Community Center, but also poses potential safety risks to our visitors and staff.

To address this issue, staff is proposing removal of the existing awning and the installation of a new durable awning. The new awning will not only enhance the appearance of the Community Center, but also provide better protection against the elements.

EXECUTE

Upon approval of the request by the Town Council, staff will proceed to solicit the proposals in accordance with the procurement procedures outlined in Section 2-1.1(c) of the Town Code.

An Evaluation Committee will then review the proposals, and the Town Manager will submit their recommendation to the Town Council for approval.

FINANCIAL ANALYSIS

Except for the advertisement fee, there is no other cost associated with putting out this Invitation to Bid.

Funds have been identified in GL Line Item 001.5190.400064.000, Machinery and Equipment for this project. Pursuant to Section 3.01(d)92) of the Town Code, the Town Manager is authorized to transfer unencumbered appropriation balance or portion thereof within an office or department. Once the project amount is determined, the funds will be transferred to 001.5190.400062.000, Buildings.

ATTACHMENTS

1. Staff Memo

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 15.

ITEM: Consideration and Approval of an Invitation to Bid (ITB) to paint the exterior of the Community Center and the Parking Garage. Enclosed is the Staff Memorandum.

DESCRIPTION:

Staff has identified the need to repaint the exterior of the Community Center and the Parking Garage due to the fading colors. This project is essential to maintain the aesthetic appeal and functionality of these spaces, which are frequently used by our town's residents.

Upon approval of the request by the Town Council, staff will proceed to solicit the proposals in accordance with the procurement procedures outlined in Section 2-1.1(c) of the Town Code.

An Evaluation Committee will then review the proposals, and the Town Manager will submit their recommendation to the Town Council for approval.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

Except for the advertisement fee, there is no other cost associated with putting out this Invitation to Bid.

Funds have been identified in GL Line Item 001.5190.400064.000, Machinery and Equipment for this project. Pursuant to Section 3.01(d)(2) of the Town Code, the Town Manager is authorized to transfer unencumbered appropriation balance or portion thereof within an office or department. Once the project amount is determined, the funds will be transferred to 001.5190.400062.000, Buildings.

Top of Form

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Staff Memo for Council Agenda Item- Invitation to Bid for Painting of Community Center
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	and Parking Garage
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**TOWN OF BAY HARBOR ISLANDS
ENGINEERING DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
CC:	Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Jenice Rosado, ICMA-CM Town Manager
DATE:	September 12, 2024
SUBJECT:	Request to put out an Invitation to Bid (ITB) for painting the Community Center and the Parking Garage

RECOMMENDATION

Staff recommends that the Town Council approve the request for staff to solicit proposals through an Invitation to Bid for the painting of the Community Center and the Parking Garage.

BACKGROUND / ANALYSIS

Staff has identified the need to repaint the exterior of the Community Center and the Parking Garage due to the fading colors. This project is essential to maintain the aesthetic appeal and functionality of these spaces, which are frequently used by our town's residents.

EXECUTE

Upon approval of the request by the Town Council, staff will proceed to solicit the proposals in accordance with the procurement procedures outlined in Section 2-1.1(c) of the Town Code.

An Evaluation Committee will then review the proposals, and the Town Manager will submit their recommendation to the Town Council for approval.

FINANCIAL ANALYSIS

Except for the advertisement fee, there is no other cost associated with putting out this Invitation to Bid.

Funds have been identified in GL Line Item 001.5190.400064.000, Machinery and Equipment for this project. Pursuant to Section 3.01(d)92) of the Town Code, the Town Manager is authorized to transfer unencumbered appropriation balance or portion thereof within an office or department. Once the project amount is determined, the funds will be transferred to 001.5190.400062.000, Buildings.

ATTACHMENTS

1. Staff Memo

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 16.

ITEM: Consideration and Approval of a resolution approving property insurance policy for the Shepard Broad Causeway Bridge from Lloyds of London and Starstone Specialty Insurance Company, for a term beginning October 1, 2024, to September 30, 2025, with a total premium not to exceed \$414,008. Enclosed are the draft resolution and proposal.

DESCRIPTION:

BRIDGE PROPERTY INSURANCE - The Town of Bay Harbor Islands is in need of bridge insurance because covenants relating to outstanding debt on the Shepard Broad Causeway require that it be insured. That property insurance policy expires yearly on September 30th. For over 18 years, Brown & Brown has handled its insurance. The market for bridge insurance is extremely limited.

RECOMMENDED ACTION:

Staff recommends that the Town Council approve our broker's recommendation for bridge property insurance with our two (2) incumbent carriers, *Lloyds of London* and *StarStone Specialty Insurance Company*, for a total premium not to exceed \$414,008 in FY2024/25.

FINANCIAL ANALYSIS:

In FY2024/25, the Town will see a 12% savings on its premium. Last year, our premium totaled \$471,012, whereas this coming fiscal year, we have successfully reduced it to \$414,008.

GL Line Item Number: 401.0000.202001.000 (Causeway Fund)

Total Amount Budgeted: \$414,008

Encumbered Amount: \$414,008

Balance Remaining: \$0

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Insurance Policy Premium	10/01/2024	Causeway Fund	401.0000.202001.000	Causeway Property Insurance Premium	\$414,008.00

Submitted By: Shaun Gelvez, Human Resources Director
Shaun Gelvez, Human Resources Director

ATTACHMENTS

1.	Staff Memo - FY24_25 Bridge Insurance (final)
2.	Resolution -Lloyds of London and Starstone Specialty-Bridge Insurance
3.	BHI Bridge Property Proposal 24-25
4.	BHI Property Premium Comparison 24-25



**TOWN OF BAY HARBOR ISLANDS
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Town Manager Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Shaun S. Gelvez, MJ-LEL, FCLRP, IPMA-SCP, PHRP HR & Risk Management Director
DATE:	August 29, 2024
SUBJECT:	Bridge Insurance for FY 2024/25

RECOMMENDATION

Staff recommends that the Town Council approve our broker's recommendation for bridge property insurance with our two (2) incumbent carriers, *Lloyds of London* and *StarStone Specialty Insurance Company*, for a total premium not to exceed \$414,008 in FY2024/25.

BACKGROUND / ANALYSIS

The Town of Bay Harbor Islands requires bridge insurance due to covenants associated with the outstanding debt on the Shepard Broad Causeway, which mandate that the bridge be insured. The current property insurance policy is set to expire annually on September 30th.

For over 18 years, the Town's bridge insurance needs have been managed by Brown & Brown. However, the market for bridge insurance remains highly restricted. This year, our broker, Bill Wilson, has sought quotes from multiple insurance companies, including our incumbent carriers—*AXIS Surplus Insurance Company*, *StarStone Specialty Insurance Company*, and *Lloyds of London*. It is important to note that the Florida League of Cities / FMIT does not offer bridge insurance coverage, and the State of Florida's Division of

Risk Management does not have any programs that allow for "piggy-backing" with local governments to provide bridge insurance.

Property insurance premiums in Florida tend to fluctuate between "soft markets" (characterized by ample capacity and lower premiums) and "hard markets" (where capacity is restricted, and rates increase). The market has recently begun to soften following a hard market that persisted from 2021 until 2024. As a result of this market softening, we have been able to reduce the number of incumbent carriers participating in the bridge insurance, as carriers are now more willing to increase their limits of capacity. This favorable shift in the market has allowed our broker to reduce the overall rate and premium by more than 12%.

The current bridge valuation stands at \$15,280,000, which is used for rating purposes, with a loss limit on the bridge set at \$5,000,000. As in previous years, coverage has been secured through Non-Admitted Carriers. Although these carriers are not regulated by the State of Florida, they are financially rated by A.M. Best and are closely monitored by Brown & Brown. It is important to note that bridge insurance is not a risk that standard carriers would typically undertake.

EXECUTE

The attached proposal for bridge property renewal indicates an expiration date of October 1, 2025; however, the policy renews at midnight on September 30, 2025. Additionally, a TRIA (Terrorism Risk Insurance Act) option is available, though the Town has not opted for this coverage since 2018.

In order to avoid a lapse in coverage, the broker must have the following forms signed and returned to our office prior to September 24, 2024:

1. Premium Recapitulation (please check the appropriate Accept/Reject box for each line/option in addition to signing).
2. Acknowledgement of Non-Admitted Carriers
3. Application

FINANCIAL ANALYSIS

In FY2024/25, the Town will see a 12% savings on its premium. Last year, our premium totaled \$471,012, whereas this coming fiscal year, we have successfully reduced it to \$414,008.

GL Line Item Number: 401.0000.202001.000 (Causeway Fund)
Total Amount Budgeted: \$414,008
Encumbered Amount: \$414,008
Balance Remaining: \$0

ATTACHMENTS

1. BHI Bridge Property Proposal FY 2024-2025
2. BHI Property Premium Comparison FY 2024-2025

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RENEWING BRIDGE PROPERTY INSURANCE FOR THE SHEPARD BROAD CAUSEWAY FOR FISCAL YEAR 2024-2025, WITH LLOYDS OF LONDON AND STARSTONE SPECIALTY INSURANCE COMPANY; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands is required to maintain bridge property insurance coverage in accordance with covenants associated with the outstanding debt on the Shepard Broad Causeway; and

WHEREAS, the bridge property insurance is due to expire on September 30, 2024; and

WHEREAS, staff has received proposals for renewal of the bridge insurance 2024-2025 policy year, through the Town's insurance broker; and

WHEREAS, the Town Council finds that approval of the proposal is in the best interest of the general public.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands, Florida, as follows:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Town Manager is authorized to execute the proposal with Lloyds of London and StarStone Specialty Insurance Company for property insurance for the Shepard Broad Causeway Bridge, for the 2024-2025 Fiscal Year, for a total premium not to exceed \$414,008.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 12th day of September 2024.

Joshua D. Fuller
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Greenspoon Marder LLP
Town Attorneys
By: Joseph S. Geller, Esq.

PUBLIC SECTOR

Insurance Proposal for Bridge Property Renewal

October 1, 2024 – October 1, 2025

TOWN OF BAY HARBOR ISLANDS



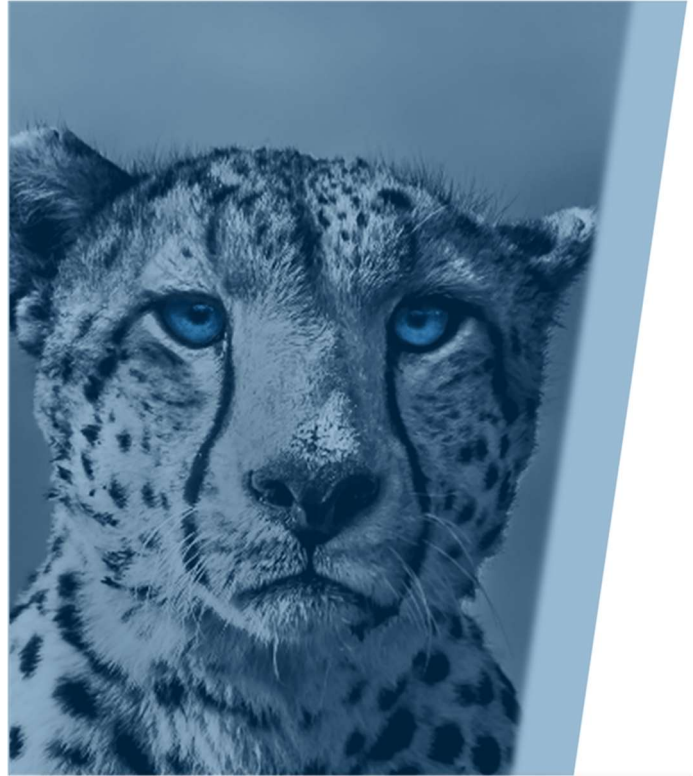
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Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
 - 22 Counties
 - 70 Cities
 - 20 Public Airports
 - 7 Public School Districts
 - State of Florida

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Tiffany Hill, GBDS Vice President / Client Services Leader	(386) 281-6846	Tiffany.Hill@bbrown.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	Paul.Dawson@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Michelle Perry Vice President / Business Development	(386) 366-6378	Michelle.Perry@bbrown.com
Kyle Stoekel, ARM-P, CIC Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Molly Grande, CPCU, ARM, CISR Account Executive	(386) 333-6084	Molly.Grande@bbrown.com
Devyn Donley Account Executive	(386) 239-4070	Devyn.Donley@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Vice President / Account Executive	(386) 239-4044	Robin.Russell@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com

Service Representatives

Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Jessica Conway Public Risk & Claims Specialist	(386) 333-6001	Jessica.Conway@bbrown.com
Patricia "Trish" Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com

Certificate Requests: 179.certificates@bbrown.com

Claim Reporting: 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

Property (Bridge) Pricing History

Policy Term	TIV	Policy Limit	Premium	Rate	Carrier
14-15	\$4,800,000	\$4,800,000	\$110,000	\$2.29	Westchester
15-16	\$14,000,000	\$5,000,000	\$188,370	\$1.34	Westchester
16-17	\$14,000,000	\$5,000,000	\$172,200	\$1.23	Westchester
17-18	\$14,000,000	\$5,000,000	\$159,600	\$1.14	Westchester
18-19	\$14,000,000	\$14,000,000	\$125,000	\$0.89	AXIS
19-20	\$14,000,000	\$5,000,000	\$110,000	\$0.78	AXIS
20-21	\$14,000,000	\$5,000,000	\$146,039	\$1.04	AXIS
21-22	\$14,000,000	\$5,000,000	\$225,508	\$1.61	AXIS/StarStone
22-23	\$14,000,000	\$5,000,000	\$349,262	\$2.49	AXIS/StarStone/Lloyds
23-24	\$15,280,000	\$5,000,000	\$471,012	\$3.08	StarStone/AXIS/Lloyds
24-25	\$15,280,000	\$5,000,000	\$414,008	\$2.71	Lloyds/StarStone

Property (Bridge)

Term: October 1, 2024 to October 1, 2025

Company Name:	A.M. Best Rating	Participation
Primary - \$5,000,000		
Lloyds of London	A XV	\$4,000,000 part of \$5,000,000
StarStone Specialty Insurance Company*	A- XII	\$1,000,000 part of \$5,000,000

**Subject to change*

Coverages: Real & Personal Property, Business Interruption, Extra Expense

Perils Insured: All Risk of direct physical loss including Flood & Earthquake but excluding Strike, Riot, Civil Commotion, Malicious Damage, and Mechanical Breakdown.

Total Insurable Values: \$15,280,000

Limit of Liability: \$5,000,000 – Each and every loss but in the annual aggregate for Flood and Earthquake separately

Valuation: Replacement Cost, Actual Loss Sustained

Deductibles:

All Coverages and Perils	\$50,000 per Occurrence
EXCEPT:	
Earthquake	\$25,000 per Occurrence
Flood	\$500,000 per Occurrence
Named Storm	5% of the Total Insured Values at time of and location of loss, subject to a minimum of \$250,000 in any one occurrence.
All Other Wind/Hail	\$100,000
Business Income	72 Hours (3 Days) per Occurrence

- Deductibles are per Occurrence unless otherwise noted above or in the Policy Form.

Property (Bridge)

Sublimits:	
Property Damage Coverage, Extension of Coverage	
\$100,000	Accounts Receivable
\$1,000,000 or 25% of the loss, whichever is less	Debris Removal
\$100,000	Electronic Data Processing Equipment Breakdown
\$100,000	Electronic Data Processing Media Breakdown
\$100,000	Expediting Expense
\$25,000	Fine Arts
\$100,000	Fire Department Service Charge
\$25,000 (in the Annual Aggregate)	Limited Coverage for "Fungus," Wet Rot, Dry Rot & Bacteria
\$100,000	Miscellaneous Unnamed Locations
\$500,000	Newly Acquired Property
Included	Ordinance or Law – Coverage A
\$500,000	Ordinance or Law – Coverage B&C Combined
\$25,000 (\$2,500 Max Any One Item)	Outdoor Property
\$25,000 (in the Annual Aggregate)	Pollutant Clean Up and Removal
\$100,000	Preservation of Property
\$100,000	Professional Fees
\$50,000	Property Off Premises
\$50,000	Property in Transit
\$100,000	Service Interruption
\$100,000	Valuable Papers & Records
\$50,000	Sewer/Water Back Up

Time Element Coverage, Extension of Coverage	
\$1,200,000	Business Income
\$100,000	Extra Expense
\$25,000	Leasehold Interest
30 Days	Civil Authority
\$25,000	Contingent Business Income
180 Days	Extended Period of Indemnity
30 Days	Ingress/Egress
60 Days	Newly Acquired Property
\$100,000	Service Interruption

Property (Bridge)

Flood & Earthquake	
\$5,000,000 Annual Aggregate Maximum	As respects all loss, damage, or expenses caused by or resulting from physical damage to all other locations which is caused by or the results from Flood.
\$5,000,000 Annual Aggregate	Earthquake

- All Sublimits are applicable “each and every loss” (unless otherwise stated herein) and are part of, not in addition to, the Limit of Liability shown above.

Terms & Condition (Include but not limited to):

1. (30) Days’ Notice of Cancellation, except (10) days for non-payment of premium.
2. Minimum Earned Premium: 35% at inception of coverage, except as per the Hurricane Season Minimum Earned Premium Endorsement
3. Premium to be paid in full within 30 days of inception.
4. In the event of any storm activity (named or unnamed) the binding of this quote is at the discretion of the insuring carrier and is not considered effective until carrier approval is received.
5. The Carrier is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
6. If there are any material changes to the information provided in the application or in connection with underwriting of the policy between the date of the application and the effective date of Insurance, the Insured must immediately notify Insurers of such changes, and Insurers may withdraw or modify any outstanding quotes or agreements to bind the insurance. Further, failure to disclose a material fact may result in the invalidation of a bound policy.
7. Coverage excludes all damage directly or indirectly caused by an Named Storm or Wildfire in existence at the time Insurers receive written request to bind.

Property (Bridge)

Company Conditions (Included but not limited to) continued:

Lloyds of London

- Endorsements included but not limited:
 - Town of Bay Harbor Islands Manuscript Form
 - LMA3100A Sanction Limitation and Exclusion Clause
 - LMA3333 (Re)Insurer's Liability Clause
 - LMA5018 Microorganism Exclusion (Absolute)
 - LMA5019 Asbestos Endorsement
 - LMA5020 Service of Suit Clause (U.S.A.)
 - LMA5062 Fraudulent Claim Clause
 - LMA5130 Application of Sublimits Endorsement
 - LMA5288 Nuclear and Radioactive Contamination Exclusion
 - LMA5390 U.S. Terrorism Risk Insurance Act of 2002, as amended (TRIA) – Not Purchased Clause
 - LMA5393 Communicable Disease Endorsement
 - LMA5401 Property Cyber and Data Exclusion
 - LMA5553 Strike, Riot, Civil Commotion, and Malicious Acts Exclusion
 - LMA5583B Territorial Exclusion: Russia, Ukraine, and Belarus
 - LSW0699 Minimum Earned Premium Clause
 - LWS1635 Transmission and Distribution Lines Exclusion – Above Ground (300m Exclusion)
 - NMA2340 Seepage & Pollution, Land, Air Water Exclusion & Debris Removal Endorsement
 - NMA2419 Lines Clause
 - NMA2918 War & Terrorism Exclusion Endorsement
 - NMA2962 Biological or Chemical Materials Exclusion
 - 72 Hours Clause
 -
- Terms & Condition Included but not limited to:
 - Minimum Earned Premium: 35% at inception of coverage, except as per the Wind Minimum Earned Premium to apply to Tier 1 or 2 locations
 - (30) Days' Notice of Cancellation, except (10) days for non-payment of premium.
 - The Carrier is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Property (Bridge)

Company Conditions (Included but not limited to):

StarStone Specialty Insurance Company

- Policy Form: Manuscript
- Endorsements included but not limited:
 - CSI-CPN-201-0720 Cover Page
 - Surplus Lines Policyholder Notifications
 - CSI-CPD-103-0122 Co-Insuring Form Policy Declarations
 - CSI-CPN-202-0720 Forms and Endorsement Schedule
 - CSI-CPN-203-0720 Policy Holder Notification – Fraud Notice
 - CSI-CPN-204-0720 Policy Holder Notification – OFAC
 - CSI-CPN-205-0622 Notice of Claims Reporting
 - CSI-CPN-206-0720 Notice of Privacy Policies and Practices
 - CSI-CPE-003-0622 Asbestos Coverage Endorsement
 - CSI-CPE-004-0622 Mold, Mildew, and Fungi Exclusion Endorsement
 - CSI-CPE-005-0622 Pollution Endorsement (Sublimited)
 - CSI-CPN-006-0622 Minimum Earned and Wind Minimum Earned Premium Endorsement
 - CSI-CPE-007-0622 Equipment Breakdown Exclusion Endorsement
 - CSI-CPE-010-0622 Terrorism Exclusion Endorsement
 - CSI-CPE-032-0622 Exclusion of Loss Due to Virus and other Microorganisms
 - CSI-CPE-033-0622 Nuclear, Biological, Chemical and Radiological Exclusion Endorsement
 - CSI-CPE-034-0622 War and Warlike Action Exclusion Endorsement
 - CSI-CPE-035-0622 Cyber, Electronic Data and Systems Exclusion Endorsement
 - CSI-CPE-037-0622 Service of Suit
 - CSI-CPE-038-0622 Joint Loss Agreement
 - CSI-CPE-048-0622 Several Liability Endorsement
 - CSI-CPE-036-0622 TRIA Acceptance Endorsement
 - CSI-CPE-039-0622 TRIA Rejection Endorsement
- Terms & Condition Included but not limited to:
 - Minimum Earned Premium: 35% at inception of coverage, except as per the Wind Minimum Earned Premium to apply to Tier 1 or 2 locations
 - (90) Days' Notice of Cancellation, except (10) days for non-payment of premium.
 - The Carrier is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Premium Recapitulation

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
Bridge Property			
Premium	\$410,000.00		
Policy Fee	\$4,000.00		
EMPA Fees	\$8.00		
Total Premium	\$414,008.00	☐	☐

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)

SIGN HERE

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/01/2024. After this date terms and conditions are subject to change by the underwriters.
2. Some of the Carriers are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
3. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 35% minimum premium upon binding.**
4. Not all coverages requested may be provided in this quotation.
5. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
6. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
7. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
8. Quote is not bound until written orders to bind are received from the insured and the Company subsequently accepts the risk.
9. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
10. Higher limits of liability may be available. Please consult with your agent.
11. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
12. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)
8/29/2024

AGENCY Risk Management Associates, Inc. 300 North Beach Street Daytona Beach FL 32114		CARRIER		NAIC CODE
CONTACT NAME: Melody Blake PHONE (A/C No. Ext): (386) 252-6176 FAX (A/C No.): (386) 239-4049 E-MAIL ADDRESS: CODE: SUBCODE:		COMPANY POLICY OR PROGRAM NAME		PROGRAM CODE
AGENCY CUSTOMER ID: 00002069		POLICY NUMBER TBD		
		UNDERWRITER		UNDERWRITER OFFICE
		STATUS OF TRANSACTION		QUOTE ☐ ISSUE POLICY ☒ RENEW ☐
		BOUND (Give Date and/or Attach Copy):		CHANGE DATE TIME ☒ AM
		CANCEL 10/1/2024 12:01		PM

SECTIONS ATTACHED

INDICATE SECTIONS ATTACHED	PREMIUM		PREMIUM		PREMIUM	PREMIUM
ACCOUNTS RECEIVABLE / VALUABLE PAPERS	\$		ELECTRONIC DATA PROC	\$	☒ PROPERTY	\$
BOILER & MACHINERY	\$		EQUIPMENT FLOATER	\$	TRANSPORTATION / MOTOR TRUCK CARGO	\$
BUSINESS AUTO	\$		FIDUCIARY LIABILITY COVERAGE	\$	TRUCKERS / MOTOR CARRIER	\$
BUSINESS OWNERS	\$		GARAGE AND DEALERS	\$	UMBRELLA	\$
COMMERCIAL GENERAL LIABILITY	\$		GLASS AND SIGN	\$	YACHT	\$
CRIME	\$		INSTALLATION / BUILDERS RISK	\$		\$
CYBER AND PRIVACY COVERAGE	\$		LIQUOR LIABILITY	\$		\$
DEALERS	\$		OPEN CARGO	\$		\$

ATTACHMENTS

ADDITIONAL INTEREST	INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT
ADDITIONAL PREMISES	LOSS SUMMARY
APARTMENT BUILDING SUPPLEMENT	PREMIUM PAYMENT SUPPLEMENT
CONDO ASSN BYLAWS (for D&O Coverage only)	PROFESSIONAL LIABILITY SUPPLEMENT
CONTRACTORS SUPPLEMENT	RESTAURANT / TAVERN SUPPLEMENT
COVERAGES SCHEDULE	STATEMENT / SCHEDULE OF VALUES
DRIVER INFORMATION SCHEDULE	STATE SUPPLEMENT (If applicable)
HOTEL / MOTEL SUPPLEMENT	VACANT BUILDING SUPPLEMENT
INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	VEHICLE SCHEDULE

POLICY INFORMATION

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT	MINIMUM PREMIUM	POLICY PREMIUM
10/1/2024	10/1/2025	☐ DIRECT ☒ AGENCY				\$	\$	\$ 0.00

APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) Town of Bay Harbor Islands 1030 95 Street Bay Harbor Islands, FL 33154		GL CODE	SIC	NAICS	FEIN OR SOC SEC # 596000273
		BUSINESS PHONE #: (305) 866-6241			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		

CONTACT INFORMATION

AGENCY CUSTOMER ID: 00002069

CONTACT TYPE: Claims Info		CONTACT TYPE: Inspection	
CONTACT NAME: Shaun Gelvez		CONTACT NAME: Shaun Gelvez	
PRIMARY PHONE # ☐ HOME ☒ BUS ☐ CELL (305) 866-6241	SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL	PRIMARY PHONE # ☐ HOME ☒ BUS ☐ CELL (305) 866-6241	SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL
PRIMARY E-MAIL ADDRESS: sgelvez@bayharborislands-fl.gov		PRIMARY E-MAIL ADDRESS: sgelvez@bayharborislands-fl.gov	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC # 1	STREET Broad Street Causeway	CITY LIMITS ☐ INSIDE ☐ OUTSIDE	INTEREST ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY: Bay Harbor Islands STATE: FL COUNTY: ZIP: 33154			# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET	CITY LIMITS ☐ INSIDE ☐ OUTSIDE	INTEREST ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY: STATE: COUNTY: ZIP:			# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET	CITY LIMITS ☐ INSIDE ☐ OUTSIDE	INTEREST ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY: STATE: COUNTY: ZIP:			# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET	CITY LIMITS ☐ INSIDE ☐ OUTSIDE	INTEREST ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY: STATE: COUNTY: ZIP:			# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

☐ APARTMENTS	☐ CONTRACTOR	☐ MANUFACTURING	☐ RESTAURANT	☐ SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
☐ CONDOMINIUMS	☐ INSTITUTIONAL	☐ OFFICE	☐ RETAIL	☐ WHOLESALE	

DESCRIPTION OF PRIMARY OPERATIONS

Municipality with a Toll Bridge Causeway. Moveable Bascule Bridge from abutment to abutment
Total Insured Value \$15,280,000

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %
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DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☐ ADDITIONAL INSURED ☐ BREACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER ☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	REFERENCE / LOAN #: LIEN AMOUNT:					LOCATION:	BUILDING:
						VEHICLE:	BOAT:
						AIRPORT:	AIRCRAFT:
						ITEM CLASS:	ITEM:
						ITEM DESCRIPTION	
REASON FOR INTEREST:					E-MAIL ADDRESS:		

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES				Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				N
PARENT COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				N
SUBSIDIARY COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				Y
☐ SAFETY MANUAL	☐ MONTHLY MEETINGS	☐		
☐ SAFETY POSITION	☐ OSHA			
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				N
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				N
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				N
☐ NON-PAYMENT	☐ AGENT NO LONGER REPRESENTS CARRIER	☐		
☐ NON-RENEWAL	☐ UNDERWRITING	☐ CONDITION CORRECTED (Describe):		
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				N
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				N
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				N
OCCURRENCE DATE	EXPLANATION	RESOLUTION	RESOLUTION DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				
OCCURRENCE DATE	EXPLANATION	RESOLUTION	RESOLUTION DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				
OCCURRENCE DATE	EXPLANATION	RESOLUTION	RESOLUTION DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST?				N
NAME OF TRUST				
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				N
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**PRIOR CARRIER INFORMATION**

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: 00002069

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY

Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST ____ YEARS

TOTAL LOSSES: \$

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y / N	CLAIM OPEN Y / N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: 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)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print) William Wilson	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NAT

SIGN HERE



AGENCY CUSTOMER ID: 00002069

PROPERTY SECTION

DATE (MM/DD/YYYY)
8/29/2024

AGENCY NAME Risk Management Associates, Inc.		CARRIER		NAIC CODE
POLICY NUMBER TBD	EFFECTIVE DATE 10/1/2024	NAMED INSURED(S) Town of Bay Harbor Islands		

BLANKET SUMMARY

BLKT #	AMOUNT	TYPE	BLKT #	AMOUNT	TYPE

PREMISES INFORMATION

PREMISES #: 1	STREET ADDRESS: Broad Causeway
BUILDING #:	BLDG DESCRIPTION: Moveable Bascule Bridge from abutment to abutment

SUBJECT OF INSURANCE	AMOUNT	COINS %	VALU- ATION	CAUSES OF LOSS	INFLATION GUARD %	DED	DED TYPE	BLKT #	FORMS AND CONDITIONS TO APPLY
Policy Limits	5,000,000		RC	All Risks		50,000			\$250,000 or 5% of TIV - Named Windstorm - \$100,000 Non-Named
									\$500,000 Flood

ADDITIONAL INFORMATION	☒ BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810	VALUE REPORTING INFORMATION - Attach ACORD 811
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ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE (Y / N)	DESCRIPTION OF PROPERTY COVERED	LIMIT \$ DEDUCTIBLE \$	REFRIG MAINT AGREEMENT (Y / N)	OPTIONS ☐ BREAKDOWN OR CONTAMINATION ☐ POWER OUTAGE ☐ SELLING PRICE
☐			☐	

SINKHOLE COVERAGE (Required in Florida)	ACCEPT COVERAGE	REJECT COVERAGE	LIMIT: \$
MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV)	ACCEPT COVERAGE	REJECT COVERAGE	LIMIT: \$
☐ PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK			# OF OPEN SIDES ON STRUCTURE: _____

CONSTRUCTION TYPE	DISTANCE TO HYDRANT FT	FIRE STAT MI	FIRE DISTRICT	CODE NUMBER	PROT CL	# STORIES	# BASM'TS	YR BUILT	TOTAL AREA
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BUILDING IMPROVEMENTS	BLDG CODE GRADE	TAX CODE	ROOF TYPE	OTHER OCCUPANCIES
☐ WIRING, YR: ☐ PLUMBING, YR: ☐ ROOFING, YR: ☐ HEATING, YR: ☐ OTHER: YR:	WIND CLASS ☐ RESISTIVE	☐	SEMI- RESISTIVE	☒ HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT MANUFACTURER: _____ DATE INSTALLED: _____

PRIMARY HEAT ☐ BOILER ☐ SOLID FUEL ☐ IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N	SECONDARY HEAT ☐ BOILER ☐ SOLID FUEL ☐ IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N
--	--

RIGHT EXPOSURE & DISTANCE	LEFT EXPOSURE & DISTANCE	FRONT EXPOSURE & DISTANCE	REAR EXPOSURE & DISTANCE
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BURGLAR ALARM TYPE	CERTIFICATE #	EXPIRATION DATE	CENTRAL STATION ☐ LOCAL GONG ☐
BURGLAR ALARM INSTALLED AND SERVICED BY		EXTENT	GRADE

BURGLAR ALARM INSTALLED AND SERVICED BY		EXTENT	GRADE	# GUARDS / WATCHMEN	CLOCK HOURLY ☐
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems)		% SPRNK	FIRE ALARM MANUFACTURER		CENTRAL STATION ☐ LOCAL GONG ☐

ADDITIONAL INTEREST

INTEREST	NAME AND ADDRESS	RANK: _____	EVIDENCE: _____	CERTIFICATE	INTEREST IN ITEM NUMBER
☐ LOSS PAYEE ☐ MORTGAGEE ☐	REFERENCE / LOAN #:				LOCATION: _____ BUILDING: _____ ITEM CLASS: _____ ITEM: ITEM DESCRIPTION

ACORD 140 (2014/12)

INS140 (201412)

Attach to ACORD 125 © 1985-2014 ACORD CORPORATION. All rights reserved.

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PREMISES #:	STREET ADDRESS:
BUILDING #:	BLDG DESCRIPTION:

ADDITIONAL INFORMATION	BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810	VALUE REPORTING INFORMATION - Attach ACORD 811
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SPOILAGE COVERAGE (Y / N) ☐	DESCRIPTION OF PROPERTY COVERED	LIMIT \$	REFRIG MAINT AGREEMENT (Y / N) ☐	OPTIONS	
		DEDUCTIBLE \$		☐ BREAKDOWN OR CONTAMINATION	☐ SELLING PRICE
		☐ POWER OUTAGE		☐	

BUILDING IMPROVEMENTS		BLDG CODE GRADE	TAX CODE	ROOF TYPE	OTHER OCCUPANCIES	
☐	WIRING, YR:	☐	PLUMBING, YR:			
☐	ROOFING, YR:	☐	HEATING, YR:	WIND CLASS		
				SEMI- RESISTIVE	☐	HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT
	OTHER:		YR:	RESISTIVE		DATE INSTALLED: _____
						MANUFACTURER: _____

RIGHT EXPOSURE & DISTANCE	LEFT EXPOSURE & DISTANCE	FRONT EXPOSURE & DISTANCE	REAR EXPOSURE & DISTANCE

BURGLAR ALARM INSTALLED AND SERVICED BY	EXTENT	GRADE	# GUARDS / WATCHMEN		CLOCK HOURLY

PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems)	% SPRNK	FIRE ALARM MANUFACTURER	CENTRAL STATION
			LOCAL GONG

INTEREST	NAME AND ADDRESS	RANK: _____	EVIDENCE: _____	CERTIFICATE _____	INTEREST IN ITEM NUMBER	
☐ LOSS PAYEE					LOCATION: _____	BUILDING: _____
☐ MORTGAGEE					ITEM CLASS: _____	ITEM: _____
☐					ITEM DESCRIPTION	
☐						
	REFERENCE / LOAN #:					

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Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

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)*. *Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print) William Wilson	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATION

SIGN HERE

Covered Party:	Town of Bay Harbor Islands
Effective Date:	10/1/2024
Version Date:	8/29/2024



PREMIUM AND COVERAGE COMPARISON

LINE OF COVERAGE	2023/2024			2024/2025			Changes in Exposures	
	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	2023/2024	2024/2025
Property/Bridge	AXIS Surplus, StarStone Specialty & Lloyds			Lloyd's, StarStone			Bridge TIV Difference	
Total Insured Values	\$ 15,280,000		\$ 471,000	\$ 15,280,000		\$ 410,000	Exposure Difference	\$ -
All Other Perils	\$ 5,000,000	\$ 50,000		\$ 5,000,000	\$ 50,000			0.00%
Named Windstorm	\$ 5,000,000	5%/\$250k minimum		\$ 5,000,000	5%/\$250k minimum			
All Other Wind		\$ 100,000			\$ 100,000		Premium Difference	\$ (57,004)
Flood	\$ 5,000,000	\$ 500,000		\$ 5,000,000	\$ 500,000			-13.90%
Earthquake	\$ 5,000,000	\$ 25,000		\$ 5,000,000	\$ 25,000			
Policy Fee			\$ -			\$ 4,000		
EMPA Fee			\$ 12			\$ 8		
		Sub-Total	\$ 471,012		Sub-Total	\$ 414,008		
TOTAL PREMIUM			\$ 471,012			\$ 414,008	Difference	-12.10%
								\$ (57,004)

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 17.

ITEM: Consideration and Approval of a resolution approving a proposal from Florida Municipal Insurance Trust (Florida League of Cities) for Property & Casualty and Workers Compensation Insurance for the 2024-2025 Fiscal Year, in the amount of \$757,072. Enclosed are the draft resolution and renewal quote.

DESCRIPTION:

Approval of a proposal for general, professional, automobile, property, and workers' compensation insurance from Florida Municipal Insurance Trust (Florida League of Cities) for the 2024-2025 Fiscal Year, in the amount of \$757,072. The renewal quotes are attached.

RECOMMENDED ACTION:

Staff recommends that the Town Council approves the attached renewal quote for FY 2024/25.

FINANCIAL ANALYSIS:

The FY 2024/25 budget impact is \$757,072 payable from various accounts.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #s)	Amount Budgeted
Insurance Policy Premium(s)	10/01/2024	Various Funds	Various Funds XXX.XXXX.400045.000		\$757,072

Submitted By: Shaun Gelvez, Human Resources Director
Shaun Gelvez, Human Resources Director

ATTACHMENTS

1.	Staff Memo - FY24_25 P&C WC Insurance (final) (3)
2.	Resolution - FMIT Insurance-Property & Casualty and Workers Compensation
3.	Renewal Quote for 2024-2025
4.	FMIT Insurance Breakdown FY 2024-2025
5.	Flyer – Why Should We Remain With FMIT?
6.	Flyer – Protecting The Communities We Call Home



**TOWN OF BAY HARBOR ISLANDS
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Town Manager Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Shaun S. Gelvez, MJ-LEL, FCLRP, IPMA-SCP, PHRP HR & Risk Management Director
DATE:	August 29, 2024
SUBJECT:	Property & Casualty Liability, Workers Compensation Insurance for FY 2024/25

RECOMMENDATION

Staff recommends that the Town Council approves the attached renewal quote for FY 2024/25.

BACKGROUND / ANALYSIS

The Florida League of Cities, Inc. (League), administrator of the Florida Municipal Insurance Trust (FMIT), is the state association for cities, towns, and villages in Florida. The League established its first insurance program in 1977 to provide workers' compensation coverage and services to governmental entities. Since then, it has established Trusts for the liability, property, and health lines of coverage. For the past several years, the Town has been using FMIT's services.

EXECUTE

Below is an overview of the premium proposal for FY 2024/25:

Coverage	FY 2023/24 Actual	FY 2024/25 Proposed	% Increase
Auto Liability	\$28,512	\$32,455	13.8%
Auto Physical Damage	\$18,657	\$21,723	16.4%
Cyber Liability	\$2,860	\$3,003	5%
General/Professional Liability	\$102,629	\$119,253	16.19%
Property	\$321,262	\$481,703	49.94%
Workers Compensation	\$134,480	\$98,935	26.43%

The proposed FY 2024/25 considers the following Town of Bay Harbor Islands exposures:

- Property Total Insurable Value : \$19,789,322 increased to \$28,980,500 (+46%)
- Experience Modification Rate : 0.690 (-41%)
- Town's Payroll : \$8,254,150 (+2%)
- Autos Covered : 75
- Auto Physical Damage : 75

Property premium is accounting for the bulk of the impact, seeing a 46% increase. This property increase includes the comprehensive asset survey that was recently conducted. Town asset valuations are now up to date and in good standing for the next couple fiscal years.

Our Experience Modification Rate has been reduced by 41%! This achievement is a direct result of staff's commitment to safety, proactive accident prevention, and effective claims management. These actions make our workplace safer and more efficient.

FINANCIAL ANALYSIS

GL Line Item Number: Various
Total Amount Budgeted: \$757,072
Encumbered Amount: \$757,072
Balance Remaining: \$0

ATTACHMENTS

1. Renewal Quote for FY 2024-2025
2. FMIT Insurance Breakdown FY 2024-2025
3. Flyer – Why Should We Remain With FMIT?
4. Flyer – Protecting The Communities We Call Home

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RENEWING PROPERTY & CASUALTY LIABILITY AND WORKERS COMPENSATION INSURANCE FOR FISCAL YEAR 2024-2025 WITH FLORIDA MUNICIPAL INSURANCE TRUST (FMIT); PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands currently holds several lines of insurance coverage with the Florida Municipal Insurance Trust (FMIT); and

WHEREAS, the Town's policies with the FMIT for Property & Casualty Liability and Workers Compensation will expire on September 30, 2024; and

WHEREAS, the FMIT has submitted renewal premiums to the Town; and

WHEREAS, staff recommends that the Town renew its Property & Casualty Liability and Workers Compensation Insurance lines of coverage with the FMIT for a one-year period beginning on October 1, 2024 based on the renewal quote of \$757,052 as submitted by the FMIT; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands, Florida deems it to be in the best interest of the citizens and residents of the Town to renew the Town's Property & Casualty Liability and Workers Compensation Insurance lines of coverage with the FMIT for a one-year period beginning on October 1, 2024 as outlined above.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands, Florida, as follows:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Town Manager is authorized to renew the Town's Property & Casualty Liability and Workers Compensation coverage with the Florida Municipal Insurance Trust (FMIT) for a one-year period beginning on October 1, 2024 at a cost of \$757,072 per the renewal quote (attached as Exhibit 1).

Section 3. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 12th day of September 2024.

Joshua D. Fuller
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Greenspoon Marder LLP
Town Attorneys
By: Joseph S. Geller, Esq.



RENEWAL QUOTE FOR 2024-2025

Town of Bay Harbor Islands

FMIT 0033

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
General/Professional Liability	\$1,000	\$1,000,000	\$119,253
Cyber Liability	\$1,000	\$2,000,000	\$3,003
Automobile Liability	\$1,000	\$2,000,000	\$32,455
Automobile Physical Damage	Per Schedule		\$21,723
Property	\$2,500	\$28,980,500	\$481,703
Workers' Compensation	\$0	Total Payroll	
Experience Modification 0.69 10/1/24		\$8,254,150	\$98,935
TOTAL NET PREMIUM			\$757,072

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

*Please see next page for options if applicable.



RENEWAL QUOTE FOR 2024-2025

Town of Bay Harbor Islands
FMIT 0033

DEDUCTIBLE / LIMIT OPTIONS

	<i>Named Storm Deductible</i>	<i>Annual Premium</i>	<i>Check Option</i>	
<i>Property - Wind Coverage</i>			<i>Accepted</i>	<i>Rejected</i>
Option 1	5%	\$481,703	☐	☐
Option 2	7.5%	\$443,311	☐	☐
Option 3	10%	\$409,581	☐	☐

Please note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Property Coverage Agreement for applicable coverage terms, conditions, limits, and obligations.

Special Note: The Named Storm Deductible option will default to the expiring selection unless FMIT is notified otherwise by completing and returning this form to your Account Executive.

FMIT INSURANCE PREMIUMS FY 2024/2025

Town of Bay Harbor Islands

Account-W/Comp	Department	2024-25	Amount	Quarterly Payment	Annual Payment
001.5120.400024.000	Office of Town Manager	\$ 102	\$ 13	\$ 26	\$ 102
001.5125.400024.000	Town Clerk	190	25	48	190
001.5130.400024.000	Finance and Administration	388	51	97	388
001.5135.400024.000	Information Technology	123	16	31	123
001.5137.400024.000	Human Resources	83	11	21	83
001.5190.400024.000	Public Buildings	3,389	443	847	3,389
001.5210.400024.000	Law Enforcement	42,645	5,573	10,661	42,645
001.5245.400024.000	Code Compliance	1,787	234	447	1,787
001.5290.400024.000	Other Public Safety	3,971	519	993	3,971
001.5410.400024.000	Streets and Parkways	5,271	689	1,318	5,271
001.5720.400024.000	Parks and Recreation	1,874	245	469	1,874
101.5240.400024.000	Building	5,694	744	1,423	5,694
104.5725.400024.000	Youth Development Program	428	56	107	428
401.5415.400024.000	Causeway Operations	24,659	3,223	6,165	24,659
402.5350.400024.000	Sewer	1,957	256	489	1,957
403.5330.400024.000	Water	1,434	187	358	1,434
404.5450.400024.000	Parking	3,857	504	964	3,857
406.5380.400024.000	Stormwater	1,084	142	271	1,084
Total for Worker's Comp					\$ 98,935
Account-Insurance	Department	2024-25	Amount	Quarterly Payment	Annual Payment
001.5110.400045.000	Town Council	\$ 1,444	\$ 189	\$ 361	\$ 1,444
001.5120.400045.000	Office of Town Manager	7,452	974	1,863	7,452
001.5130.400045.000	Finance and Administration	2,572	336	643	2,572
001.5135.400045.000	Information Technology	1,500	196	375	1,500
001.5125.400045.000	Town Clerk	1,928	252	482	1,928
001.5137.400045.000	Human Resources	1,156	151	289	1,156
001.5190.400045.000	Public Buildings	45,692	5,971	11,423	45,692
001.5210.400045.000	Law Enforcement	42,356	5,535	10,589	42,356
001.5240.400045.000	Building	70,778	9,249	17,695	70,778
001.5245.400045.000	Code Compliance	628	82	157	628
001.5410.400045.000	Streets & Parkways	15,272	1,996	3,818	15,272
001.5720.400045.000	Parks & Recreation	7,452	974	1,863	7,452
401.5415.400045.000	Causeway Operations	357,223	46,682	89,306	357,223
402.5350.400045.000	Sewer	24,324	3,179	6,081	24,324
403.5330.400045.000	Water	12,841	1,678	3,210	12,841
404.5450.400045.000	Parking	11,184	1,462	2,796	11,184
405.5340.400045.000	Solid Waste	42,613	5,569	10,653	42,613
406.5380.400045.000	Stormwater	11,722	1,532	2,930	11,722
Total for Property, Auto, Cyber, General/Professional Insurance					\$ 658,137
Total for FMIT		\$ 757,072	\$ 98,935	\$ 189,268	\$ 757,072
PREPARED BY : Sandra Siefken, Finance Director					
DATE: 8/29/2024					

FMIT IS THE STEADY CHOICE IN UNCERTAIN TIMES.

FMIT remains the best insurer in the Sunshine State, *especially* in a market like this one. There are many reasons that's the case, but the two biggest are **financial strength** and our **unique mission**.

Simply put, there is no insurer in this market with better claims-paying power than FMIT. In an environment of unprecedented uncertainty characterized by high inflation, low insurance capacity, and the rising risk of catastrophic events, the financial strength to reliably pay claims is paramount.

**There is no insurer
in this market with
better claims-paying
power than FMIT**

WHY SHOULD WE REMAIN WITH FMIT?

MISSION

We are the *only* insurer in this market conceived, constructed and committed wholly to the service of Florida's communities. We exist solely to serve you—and solely because the private sector once abandoned this market, leaving cities in crisis. When they ran from the burning building, we grabbed a firehose. Ever since, it has been our practice to set responsible rates that ensure FMIT can serve you for the long haul, in good times and bad. So, serving cities isn't just a mission statement, it's our history and it's our job—and we've been doing it rain or shine, in good times and bad, even (and especially) when others refused.

UNIQUE KNOWLEDGE OF CITIES

We know cities. Not only are we sponsored by the Florida League of Cities, we understand your budget cycle, we recognize and value your responsibility to taxpayers, and we do everything in our power to protect the communities we call home. Our decisions about rates and financial stability—even the tough ones—are all made with that job, that mission, front and center.

FINANCIAL STRENGTH, CLAIMS-PAYING POWER & RISK MANAGEMENT

We are built for times like these. We do not make reckless bids that jeopardize our ability to pay claims. There are times in life when you may want to take big risks—but choosing an insurance carrier isn't one of them. That's why we operate a safe and sustainable business that prioritizes the long-term protection of our members over short-term profits.

BEST IN CLASS DISASTER RESPONSE & RECOVERY

Following a series of catastrophic hurricanes, like Ian, Irma and Michael, we can confidently say that, by every measure, our disaster recovery program leads the industry. After years of development, this world-class member service proved that it can pass the ultimate test. We assisted members during their most vulnerable moments through expedited mitigation and recovery services that reduced millions of dollars of out-of-pocket costs. From fires to floods to hurricanes, the FMIT helps you return to normal in record time.

REPUTATION

Over the years, we've earned a unique relationship with the "reinsurers" who ultimately stand behind most municipal insurance coverage in Florida (regardless of carrier). In part because of that unique relationship, we have been able to secure additional insurance capacity for our members, even when times are tough. In a market of rapidly *shrinking* insurance capacity, our members will depend *upon* and benefit *from* our reputation with reinsurers now more than ever.



PROTECTING THE COMMUNITIES WE CALL HOME

Association Programs Matter

Your insurance provider should be more than just a company that collects premium. Insurance is not a commodity, and not all insurance programs are created equally.

Our excellent reputation is built on **TRUST**. It's in our name, and it's in our DNA. With core values rooted in Home Rule, Integrity, Public Service and Excellence, our member-focused mission drives every aspect of our programs.

We are **LOYAL** and treat you like family. Longtime members continue to say that our in-house, personal service is what makes us unique. We recognize that each municipality is different. We take the time to get to know you and your needs.

COLLABORATION is key. We work with you to implement tailored risk and safety management programs and innovative coverage options to protect your community.

Our **CONNECTION** to the Florida League of Cities is what sets us apart. The League administers the Florida Municipal Insurance Trust. In the 1970s, the private insurance market walked away from Florida's local governments. At the request of elected municipal officials, the League stepped in to fill the void.

THE FMIT DIFFERENCE	US	THEM
Superior Financial Strength	✓	X
Mission-Driven Culture	✓	X
City-Specific Property Coverages	✓	X
Personal, In-House Service	✓	X
World-Class Disaster Recovery	✓	X
No Annual Aggregate Limits on Professional Liability Coverages	✓	X
Property Damage Mitigation Coverage (PDMC)	✓	X
40+ Year History	✓	X
Financial Support to Local/Regional Leagues	✓	X
Integrated Risk and Safety Management Professionals	✓	X
FMIT Employment Law Advisor (ELA)	✓	X



Advantages of Financial Strength

FMIT's superior financial strength is highlighted by **approximately \$198 million in surplus** and **more than 530 members**. This strong foundation provides many advantages.

We have a long track record of investing in our members, including:

-  **Stabilized rates** when competitors are forced to be more reactive.
-  Investing in **world-class disaster recovery technology**.
-  Aggressively **fighting fraud**.
-  Distributing millions of dollars in **safety grants**.
-  The flexibility to **pay claims promptly**.
-  Creating **new policy coverages** quickly **to adapt to member needs** when other insurance providers may not offer a solution.

Coverage Designed for You

In addition to the options and limits outlined in the Request for Proposal, the following list shows specific coverages that increase the value and effectiveness of FMIT coverage and reduce your total cost of risk management.

WIND-DRIVEN RAIN PROPERTY COVERAGE

Following a hurricane, many other insurance carriers and risk pools deny claims due to Wind-Driven Rain Property losses. The FMIT covers them.

PROPERTY DAMAGE MITIGATION COVERAGE

The FMIT provides immediate stabilization services (such as water extraction and remediation services) through its disaster recovery partnership. Our goal is to bring your buildings operational and return you to business-as-usual as quickly and efficiently as possible.

DEDICATED PROPERTY LIMITS

The property limit in your policy is dedicated solely to you and is not shared among the membership.

FAVORABLE NAMED STORM DEDUCTIBLES

The FMIT applies each member's Named Storm Deductible (NSD) percentage to each individually scheduled asset. We do not apply the NSD percentage based on an aggregate of all scheduled assets at a location (e.g., address).

ACTIVE ASSAILANT COVERAGE

The FMIT provides pre- and post-crisis management service and coverage to protect against losses sustained in the aftermath of an active assailant or hostage event.

NO ANNUAL AGGREGATE LIMITS ON PROFESSIONAL LIABILITY COVERAGES

The FMIT continues to offer per-occurrence limits on professional liability coverages (Public Officials Liability, Errors & Omissions Liability, Employment Practices Liability) with no annual aggregate limit.

AND MORE.

The FMIT was built for local governments. We look forward to serving as your partner.

World Class Disaster Preparedness, Response & Recovery

Following two catastrophic hurricanes, Irma and Michael, we can confidently say that, by every measure, our disaster recovery program **leads the industry**.

After years of development, this world-class member service, provided as part of the FMIT's property insurance coverage, proved that it can pass the ultimate test. We assisted members during their most vulnerable moments through expedited mitigation and recovery services that reduced millions of dollars of out-of-pocket costs.

From fires to floods to hurricanes, the FMIT helps you return to normal in record time. We leverage decades of recovery experience combined with cutting-edge technology to provide:

- ▶ Critical incident communications both pre and post event.
- ▶ Rapid damage assessments immediately after a catastrophe.
- ▶ Building stabilization services that maintain operations and reduce claim costs.

In conjunction with our generous property coverage provisions, the FMIT's disaster recovery program provides for the deployment of resources such as emergency generators, fuel, temporary lighting, portable buildings and support facilities, emergency communications support and more.



Watch our YouTube videos

to see footage from our recovery efforts following Hurricane Irma and Michael.

YouTube Channel: Florida League of Cities

Playlist: FMIT

What Sets FMIT Apart

We are your boots on the ground when you need us most.

PERSONNEL STAGED PRE-EVENT

Most insurance providers send their teams in days or weeks after the storm. The FMIT is the only one to offer complimentary ride-out personnel to members before the storm to have someone on the ground immediately after disaster strikes. This unparalleled level of support allows the FMIT to have direct on-site contact with our member when needed the most.

PRE-STORM REVIEW OF FMIT PROCEDURES

Entering a catastrophe with the knowledge of how your insurance provider will respond is the first step to successful response and recovery. FMIT members will know how damages will be assessed, stabilized, repaired and, most importantly, funded. FMIT ride-out teams are there before the event to answer questions and establish expectations as to how the event will unfold and the FMIT's roles/responsibilities in providing support after the event.

POST-STORM RAPID DAMAGE ASSESSMENTS

FMIT Critical Incident Response Teams (CIRTs) are there to support your damage assessment needs. CIRT personnel will mobilize with your teams to review damages and capture assessments. While most insurance companies are still waiting by the phone for members to perform their own assessments, compile a list of damages and contact them to report damages, FMIT CIRT personnel are in the field working alongside you. These assessments identify and quantify damages and are immediately sent to the FMIT and your teams for review.

IMMEDIATE MOBILIZATION OF RESOURCES

The true value of our CIRT teams is realized when you experience damage to your buildings. Damage assessments completed by our CIRT teams are immediately reviewed by FMIT/FLC response teams who analyze the damages and immediately deploy resources to help stabilize covered buildings. This results in the elimination of secondary damages, which is a major cause of increased claim costs, saving the member and FMIT significant time and money.

ONSITE RECOVERY PROJECT MANAGEMENT

Following stabilization of your covered buildings, CIRT team members can take on the role of project manager for covered assets requiring build-back operations. They assist with the identification of project scopes and work with your team to competitively procure the products and services necessary to rebuild your community according to your procedures. Project managers oversee the work and monitor progress, completing daily reports that are sent to your team so you are always up to speed on project milestones.



Response & Recovery Key Program Elements



ASSET ID – ASSET SURVEY AND INSPECTION SERVICES

The first rule of insured property risk management is "knowing what you own." The FMIT's Asset ID program provides its members with a no-cost comprehensive review of scheduled and newly identified assets. Surveys capture asset dimensions, construction data, photos and GPS coordinates. This program saves members up to tens of thousands of dollars every three to five years in appraisal costs. Members are also protected from potential co-insurance penalties due to underinsuring their assets.



FMIT ALERTS

The FMIT Alert Notification System helps you prepare for impending weather events by providing alert information directly to your inbox, social media and cellphone. The alerts include pre-event information, such as projected storm path and intensity data, to help you make advanced preparation decisions. Alerts also include post-event communications to help you maximize FMIT support after a storm.



SIMPLICITY

simpliCITY is the claim and property asset tracking application that is exclusive to FMIT members. It supports your insurance and FEMA Public Assistance (PA) needs. Through in-depth asset and recovery data, sample drafts of resolutions, training tracks and real-time damage assessment tools, FMIT's simpliCITY system helps you maximize all available funding opportunities while complying with documentation requirements to avoid future threats of FEMA de-obligation.



FMIT TURNKEY RECOVERY

Property claims can be a huge financial burden on net cash flow. To help minimize this burden, the FMIT Turnkey Recovery Program takes the liability, exposure and hassle out of response and recovery. The program eliminates upfront out-of-pocket expense associated with an insured property loss and expedites the overall claim and recovery process. It also provides real-time project management and reporting at no additional cost.



FEMA PUBLIC ASSISTANCE AND AUDIT SUPPORT

The information gathered by FMIT during the damage assessments and estimates related to each asset is stored and available to the member and FMIT. This data can be used to complete FEMA damage inventory spreadsheets, project worksheets and FEMA cost-estimating documents.



The FMIT was the only insurance trust in Florida to assist its members with their FEMA audits.



Consulting Services, Education and Grants

As an extension of your staff, our Risk and Safety Management team works with you to identify and address potential hazards and risks. Together, we create a safer environment to protect your assets (especially your employees!) and save you money.

Consulting Services

A partnership for safer communities

Our Risk and Safety Management team professionals are local. They are only a phone call, text or email away.

THREE SIMPLE 'OPT-IN' STEPS

1. ANALYSIS: As a first step, a member of our team will travel to your entity to meet with you and discuss your assets. They use statistical trends or patterns to find the locations, materials, machines, equipment, tools and operations that cause the highest frequency or largest severity of loss. Our methods include:

- ▶ Field Surveys.
- ▶ Technical Assistance.
- ▶ Safety Analysis.
- ▶ Loss Analysis .

2. EVALUATION: Next, we evaluate all available information, including analysis findings, site visits, historical loss data, etc. This gives your entity a target or targets to concentrate on, ultimately reducing or eliminating future loss from the same root cause.

3. ACTION PLAN: Finally, we work with you to develop and implement an action plan. At this time, we evaluate your current programs and provide constructive assistance through traditional risk management.



Grants

Helping you fund equipment and initiatives

We provide generous matching safety grants to help you purchase safety and health resources. In fact, we offer more safety grants than any other risk pool in Florida.

SAFETY GRANT EXAMPLES

- ▶ Purchasing items that address current loss trends.
- ▶ Repairing sidewalks.
- ▶ Purchasing new equipment.
- ▶ Funding specialized training.

**SINCE INCEPTION, WE'VE GIVEN OUT MORE
THAN \$2.8 MILLION IN MATCHING
SAFETY GRANTS.**

Risk And Safety Education

Send your employees to high-quality training

The FMIT is your go-to resource for risk, safety and health training. We offer everything from MOT (maintenance of traffic) to ergonomics to CPR and beyond.

OUR CLASSES ARE CONVENIENT, CUSTOMIZED AND COST EFFECTIVE.

CONVENIENT: Offered at member locations, regional locations and online. In addition to timely webinars, we also offer a streaming video library. Many of our videos are available in Spanish.

CUSTOMIZED: We offer core subject areas and emerging topics.

Our most popular topics include:

- ▶ Life of a Workers' Compensation Claim.
- ▶ Risk and Safety Tools and Solutions.
- ▶ Americans with Disabilities Act Website Compliance .

COST EFFECTIVE: Most training is offered at no cost.

Florida Municipal Safety Excellence Initiative

The Florida Municipal Safety Excellence Initiative is a voluntary safety accreditation program available to members of the Florida Municipal Insurance Trust. Its goal is to provide each participating organization the knowledge and tools needed to easily develop and implement an effective safety management system. A well-implemented safety management system will lead to a reduction in losses, injuries and illnesses.

ACCREDITATION

Our dedicated risk and safety team will help members implement the various safety management processes. Once accredited, members will be eligible for exclusive benefits, including:

- ▶ A Certificate of Safety Excellence (CSE).
- ▶ Peer recognition.
- ▶ Access to the Safety Leadership Certificate program.
- ▶ Additional safety grant funds.
- ▶ Other financial incentives.

There are five separate accreditation paths based on organization size and the type of public services provided. Members can choose from:

- ▶ Large Entity Certificate of Safety Excellence.
- ▶ Small Entity Certificate of Safety Excellence.
- ▶ Office Only Certificate of Safety Excellence.
- ▶ Law Enforcement Certificate of Safety Excellence.
- ▶ Fire Department Certificate of Safety Excellence.

The [FMIT website](#) offers a wealth of resources to assist you with the process every step of the way.

Resources and Training for Data Security & Security Risk Management

Protecting your organization's sensitive data is always a priority. Cyber criminals are becoming increasingly more sophisticated and many organizations are not able to proactively prevent or detect data breaches due to limited human and financial resources. Cyber Solutions offers a robust selection of resources and training materials to help Florida Municipal Insurance Trust general liability policyholders successfully prepare for, investigate and respond to privacy or security breaches.

Your trusted partner for data and privacy security

BREACH PREVENTION

It only takes one click to bring down an entire network. Cyber Solutions offers turnkey training programs for your employees, including incident response planning, risk and vulnerability assessments, on-demand webinars, tabletop exercises and timely information on the latest trends and developments in cybersecurity.

INVESTIGATIVE RESOURCES

When a potential incident arises, finding out what may have been breached is the first step to recovery. With powerful forensic tools like the Information Security Incident Response Guide, Cyber Solutions provides a wealth of resources to assist an organization in investigating suspected and confirmed data incidents.

DEDICATED RESPONSE TEAM

Our team of cybersecurity experts are at the ready to triage and assess the severity of a data breach incident, while coordinating the range of resources and services you may need to meet legal requirements and maintain consumer confidence.

PRIVACY BUILDER

Successfully managing your data security risks requires more than just effective incident response. Our Privacy Builder toolkit is designed to help you build your internal data privacy and security program. This scalable, module-based program will meet you where you are in your privacy program development and help you grow from that starting point.



Access to Employment Law Attorneys at **NO COST**

The **Florida Municipal Insurance Trust's** exclusive **Employment Law Advisor** program offers access to a Florida-based attorney with significant public-sector employment law experience. And, the best part is there is no cost to members of the FMIT.

We can help with a wide range of employment-related matters, including:

- ▶ Hiring.
- ▶ Discipline.
- ▶ Promotion/Demotion.
- ▶ Transfer.
- ▶ Reassignment.
- ▶ Layoff.
- ▶ Termination.
- ▶ ADA Compliance.
- ▶ Complaints of Discrimination, Harassment, Unfair Treatment and Retaliation.



Help is only a phone call away. FMIT members can speak with an attorney Monday through Friday, 9:00 a.m. to 5:00 p.m., by calling (888) 368-FMIT (3648).

Protecting Your Dollars

It is estimated that insurance fraud costs the United States \$80 billion or more a year.

Fraud is not tolerated.

We aggressively investigate, litigate and recover finances on our members' behalf.

SPECIAL INVESTIGATION UNIT (SIU)

To reduce fraudulent claims against the FMIT, we created the **Special Investigation Unit (SIU)** in 1999.

Using the latest technology and practices to investigate suspicious claims, the SIU's efforts have resulted in criminal prosecutions, reduced settlement amounts, and modified physician and judge's orders.

To date, the SIU's success includes:



\$8.3 million in cost savings for members.



More than **\$2.1 million** restitution ordered.



More than **70 arrests** and counting...

Reporting a claim should be easy.

Paying a claim should be painless.

Closing a claim should be quick.

Below is an example of how we'll typically work with you on a **Property or Liability** claim:

FIRST STEP: Contact us. We're ready to assist 24-7. For your convenience, we offer the following ways to report a claim:

- ▶ Web form.
- ▶ Email.
- ▶ Call.
- ▶ Fax.

STEP 2: Our intake staff will capture the claim, perform an initial evaluation and provide a claim number.

STEP 3: Claims will be assigned to specialized adjusters based on the type of claim.

STEP 4: The adjuster performs a thorough investigation to determine coverage and/or liability.

STEP 5: As the claim develops, the adjuster will review and adjust her/his evaluation based on all new information learned. Throughout the process, the adjuster will maintain correspondence with you on the status of any on-going claim.

STEP 6: The adjuster will negotiate a settlement when appropriate on some claims. If a claim is in suit, we will provide a designated defense attorney. We have longstanding relationships with some of the best attorneys in the industry.

FINAL STEP: The adjuster will work with you throughout the life of the claim until it comes to a close.

Reporting a claim should be easy.

Paying a claim should be painless.

Closing a claim should be quick.

Below is an example of how we'll work with you on a **Workers' Compensation** claim:

FIRST STEP: Contact us. We're ready to assist 24-7. For your convenience, we offer the following ways to report a claim:

- ▶ Web form.
- ▶ Email.
- ▶ Call.
- ▶ Fax.

STEP 2: We'll verify your coverage and provide a personal claim number.

STEP 3: Our experienced claims supervisor will review your claim and assign it to your dedicated adjuster and nurse. This is when our in-house personal service makes a difference.

STEP 4: The nurse will contact the medical facility and injured worker to learn specific details and share them with the supervisor and adjuster.

STEP 5: The adjuster will contact you and the injured worker to explain covered benefits and payment. Sometimes claims aren't covered, and injured workers may file suit. If this occurs, we provide a designated defense attorney to review the case and seek resolution. We have longstanding relationships with some of the best attorneys in the industry.

STEP 6: Once benefits are administered, our team will file the appropriate paperwork and electronic data interchange (EDI) transaction with the Florida Division of Workers' Compensation.

STEP 7: The adjuster will continue to monitor the injured worker's case file to ensure they receive proper care and assist with reentry to the workplace.

FINAL STEP: Once the injured worker returns to work, the adjuster will close the claim.



Our average case count for loss time adjusters is 115. This is dramatically lower than other insurance companies and ensures that we provide the personal service you and your employees deserve.

Connect With Us

The Florida Municipal Insurance Trust offers several ways to connect with us and your fellow members. Be sure to take advantage of these resources to stay up to date on the latest Trust news and continue your education through our online learning opportunities.

Member Services Exclusive

This member-focused newsletter features news, updates and stories from members like you who have successfully used FMIT coverages and services to benefit their communities. The Member Services Exclusive newsletter is delivered to your inbox every four to six weeks.

FMIT Community Connection

The Florida Municipal Insurance Trust Community Connection is an online forum where members can connect in a virtual space to share best practices, innovative solutions, success stories and lessons learned. It's also a great place to crowdsource questions and find out how other communities handle issues like the ones you face with your residents and employees. The Community Connection is exclusively for FMIT members and is just one of the many value-added resources available to your organization when you join the FMIT family.

FMIT Learning Library and Online Learning

The Florida Municipal Insurance Trust offers a variety of webinars and online learning courses at no cost to our members. After the live broadcast, our webinars are housed in the FMIT Learning Library where they can be viewed on-demand at any time. Additionally, the FMIT offers online learning courses to members at no charge with no viewing limit. These offerings include digital courses from LocalGovU/Praetorian Digital, streaming video and PowerPoint presentations on a wide variety of risk and safety management topics.



TOM CONLEY

Account Executive – North Territory

With FMIT since 1997.

Markets insurance offered by the FMIT and assists members with FMIT insurance coverage. Serves as the primary contact for service needs of the member and day-to-day communication.

More than 28 years of experience in the insurance industry.

Holds the Life Underwriter Training Council Fellow designation; State of Florida insurance licenses for general lines, and life and health; Risk Management for Public Entities certification.

Bay
Calhoun
Dixie
Escambia
Franklin
Gadsden
Gulf
Hamilton
Holmes
Jackson
Jefferson
Lafayette
Leon
Liberty
Madison
Okaloosa
Santa Rosa
Suwannee
Taylor
Wakulla
Walton
Washington



BOBBY LIVINGSTON

Underwriter – North Territory

With the FMIT since 2015.

Assists with quotes, renewals, new business, policies, endorsements, certificates of insurance and audits.

More than 15 years of experience in the insurance industry.



SAM SLAY

Risk and Safety Consultant – Northwest Florida

Panel Director for the FMIT Law Enforcement Advisory Panel

With the FMIT since 2014.

Provides risk and safety management service, analysis, evaluation and claims review. Works with members to identify and address potential hazards and risks, and create a safer environment to protect member employees and assets.

Retired chief of police with 24 years of law enforcement experience.

Holds a Senior Professional in Human Resources (SPHR), SHRM Senior Certified Professional (SHRM-SCP), a Risk Management for Public Entities (RMPE) certification and is a National Safety Council defensive driving instructor.



TOM CONLEY

Account Executive – North Territory

With FMIT since 1997.

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More than 28 years of experience in the insurance industry.

Holds the Life Underwriter Training Council Fellow designation; State of Florida insurance licenses for general lines, and life and health; Risk Management for Public Entities certification.

Alachua
Baker
Bradford
Clay
Columbia
Duval
Gilchrist
Nassau
St. Johns
Union



BOBBY LIVINGSTON

Underwriter – North Territory

With the FMIT since 2015.

Assists with quotes, renewals, new business, policies, endorsements, certificates of insurance and audits.

More than 15 years of experience in the insurance industry.



EVAN MACCLELLAN

Risk and Safety Consultant – Central East Florida

With the FMIT since 2013.

Provides risk and safety management service, analysis, evaluation and claims review. Works with members to identify and address potential hazards and risks, and create a safer environment to protect member employees and assets.

More than 20 years of risk management experience.

Holds personal protective equipment technician, confined space entry technician and safety auditor certifications; certified driver instructor and American Red Cross CPR, first aid and AED instructor.



JOHN P. LIGON

Account Executive – East Territory

With the FMIT since 1997.

Markets insurance offered by the FMIT and assists members with FMIT insurance coverage. Serves as the primary contact for service needs of the member and day-to-day communication.

More than 35 years of experience in the insurance industry.

Holds the State of Florida insurance licenses for general lines, and life and health; Risk Management for Public Entities certification.

Lake
Orange
Polk
Seminole



MEDLEY JOHNSON

Underwriter – East Territory

With the FMIT since 2011.

Assists with quotes, renewals, new business, policies, endorsements, certificates of insurance and audits.

More than 15 years of property and casualty insurance experience.



TREVOR RESCHNY

Risk and Safety Consultant – Central West Florida

With the FMIT since 2018.

Provides risk and safety management service, analysis, evaluation and claims review. Works with members to identify and address potential hazards and risks, and create a safer environment to protect member employees and assets.

More than 20 years of risk management experience.

Holds a post graduate degree in occupational safety; Certified Safety Professional (CSP); college professor teaching architects, engineers and construction managers how to plan for and execute modern safety principles on their projects.



LUCKNER FRANCOIS

Account Executive – West Territory

With the League since 2018.

Markets insurance offered by the FMIT and assists members with FMIT insurance coverage. Serves as the primary contact for service needs of the member and day-to-day communication.

More than seven years of experience in the insurance industry.

Holds the 2-20 General Lines (property and casualty) license.

Citrus
Hernando
Hillsborough
Levy
Marion
Pasco
Pinellas
Sumter



DORCAS COLLAZO-LOPEZ

Underwriter – West Territory

With the FMIT since in 2014.

Assists with quotes, renewals, new business, policies, endorsements, certificates of insurance and audits.

More than 20 years of experience in the insurance industry.



TREVOR RESCHNY

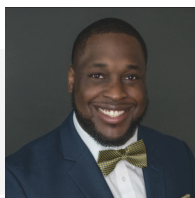
Risk and Safety Consultant – Central West Florida

With the FMIT since 2018.

Provides risk and safety management service, analysis, evaluation and claims review. Works with members to identify and address potential hazards and risks, and create a safer environment to protect member employees and assets.

More than 20 years of risk management experience.

Holds a post graduate degree in occupational safety; Certified Safety Professional (CSP); college professor teaching architects, engineers and construction managers how to plan for and execute modern safety principles on their projects.



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Account Executive – West Territory

With the League since 2018.

Markets insurance offered by the FMIT and assists members with FMIT insurance coverage. Serves as the primary contact for service needs of the member and day-to-day communication.

More than seven years of experience in the insurance industry.

Holds the 2-20 General Lines (property and casualty) license.

Charlotte

Collier

DeSoto

Glades

Hardee

Hendry

Highlands

Lee

Manatee

Okeechobee

Sarasota



DORCAS COLLAZO-LOPEZ

Underwriter – West Territory

With the FMIT since in 2014.

Assists with quotes, renewals, new business, policies, endorsements, certificates of insurance and audits.

More than 20 years of experience in the insurance industry.



CHAZ SMITH

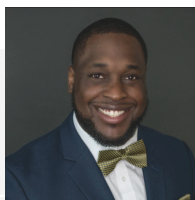
Risk and Safety Consultant – Central South Florida

With the FMIT since 2015.

Provides risk and safety management service, analysis, evaluation and claims review. Works with members to identify and address potential hazards and risks, and create a safer environment to protect member employees and assets.

More than 15 years of risk management experience.

Holds accredited claims adjuster license; U.S. Department of Transportation certifications in effectively managing transit emergencies, transit rail system safety and security audit; FEMA certifications in national incident management system; OSHA general industry trainer; and certified indoor air quality manager and American Red Cross first aid and CPR instructor.



LUCKNER FRANCOIS

Account Executive – West Territory

With the League since 2018.

Markets insurance offered by the FMIT and assists members with FMIT insurance coverage. Serves as the primary contact for service needs of the member and day-to-day communication.

More than seven years of experience in the insurance industry.

Holds the 2-20 General Lines (property and casualty) license.

Charlotte

Collier

DeSoto

Glades

Hardee

Hendry

Highlands

Lee

Manatee

Okeechobee

Sarasota



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Underwriter – West Territory

With the FMIT since in 2014.

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More than 20 years of experience in the insurance industry.



CHAZ SMITH

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With the FMIT since 2015.

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More than 15 years of risk management experience.

Holds accredited claims adjuster license; U.S. Department of Transportation certifications in effectively managing transit emergencies, transit rail system safety and security audit; FEMA certifications in national incident management system; OSHA general industry trainer; and certified indoor air quality manager and American Red Cross first aid and CPR instructor.



JOHN P. LIGON

Account Executive – East Territory

With the FMIT since 1997.

Markets insurance offered by the FMIT and assists members with FMIT insurance coverage. Serves as the primary contact for service needs of the member and day-to-day communication.

More than 35 years of experience in the insurance industry.

Holds the State of Florida insurance licenses for general lines, and life and health; Risk Management for Public Entities certification.

Brevard
Flagler
Indian River
Osceola
Putnam
St. Lucie
Volusia



MEDLEY JOHNSON

Underwriter – East Territory

With the FMIT since 2011.

Assists with quotes, renewals, new business, policies, endorsements, certificates of insurance and audits.

More than 15 years of property and casualty insurance experience.



EVAN MACCLELLAN

Risk and Safety Consultant – Central East Florida

With the FMIT since 2013.

Provides risk and safety management service, analysis, evaluation and claims review. Works with members to identify and address potential hazards and risks, and create a safer environment to protect member employees and assets.

More than 20 years of risk management experience.

Holds personal protective equipment technician, confined space entry technician and safety auditor certifications; certified driver instructor and American Red Cross CPR, first aid and AED instructor.



MICHAEL MORRILL

Account Executive – South Territory

With FMIT since 2017.

Markets insurance offered by the FMIT and assists members with FMIT insurance coverage. Serves as the primary contact for service needs of the member and day-to-day communication.

More than eight years of experience in the insurance industry.

Holds the State of Florida insurance licenses for general lines, and life and health.

Martin

Palm Beach



SHARON NAUGHTON

Underwriter – South Territory

With the FMIT since 2001.

Assists with quotes, renewals, new business, policies, endorsements, certificates of insurance and audits.

More than 18 years of experience in the insurance industry.

Holds the Risk Management for Public Entities certification and Chartered Property Casualty Underwriter designation.



CHAZ SMITH

Risk and Safety Consultant – Central South Florida

With the FMIT since 2015.

Provides risk and safety management service, analysis, evaluation and claims review. Works with members to identify and address potential hazards and risks, and create a safer environment to protect member employees and assets.

More than 15 years of risk management experience.

Holds accredited claims adjuster license; U.S. Department of Transportation certifications in effectively managing transit emergencies, transit rail system safety and security audit; FEMA certifications in national incident management system; OSHA general industry trainer; and certified indoor air quality manager and American Red Cross first aid and CPR instructor.



MICHAEL MORRILL

Account Executive – South Territory

With FMIT since 2017.

Markets insurance offered by the FMIT and assists members with FMIT insurance coverage. Serves as the primary contact for service needs of the member and day-to-day communication.

More than eight years of experience in the insurance industry.

Holds the State of Florida insurance licenses for general lines, and life and health.

Broward
Miami-Dade
Monroe



SHARON NAUGHTON

Underwriter – South Territory

With the FMIT since 2001.

Assists with quotes, renewals, new business, policies, endorsements, certificates of insurance and audits.

More than 18 years of experience in the insurance industry.

Holds the Risk Management for Public Entities certification and Chartered Property Casualty Underwriter designation.



JONATHAN JARAMILLO

Risk and Safety Consultant – Southeast Florida

With the FMIT since 2016.

Provides risk and safety management service, analysis, evaluation and claims review. Works with members to identify and address potential hazards and risks, and create a safer environment to protect member employees and assets.

More than 15 years of occupational safety experience.

OSHA 500 and OSHA 511 authorized outreach trainer; qualified signal and rigger trainer; certified crane safety trainer, National Safety Council defensive driver course instructor, and American Red Cross first aid, CPR and AED instructor.

SENIOR MANAGEMENT



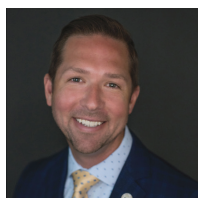
JEANNIE GARNER

Executive Director

With the Florida League of Cities since 1994.

Provides strategic oversight and management responsibility for all departments of the Florida League of Cities.

More than 17 years of direct insurance industry experience.



CHRIS KREPCHO

Director, Insurance Services

With the FMIT since 2013.

Provides daily oversight for the operations of the Department of Insurance, which includes all activities that support effective business operations and the financial security of the FMIT.

More than 15 years in the insurance and local government industries.

Holds the 2-20 General Lines (property and casualty) license.



CLAY AUSTIN

Director, Trust Services

With the FMIT since 2007.

Oversees external operations of the Florida Municipal Insurance Trust, which includes outreach, marketing, and risk and safety.

More than 20 years of experience in the insurance and broker/agent field in Texas and Florida.



RONALD E. PETERS

Director, Risk and Safety Management

With the FMIT since 2007.

More than 20 years of safety experience.

Holds Risk Management for Public Entities certification, and training certifications in OSHA General Industry and Construction, National Safety Council Defensive Driving, and American Red Cross CPR, AED and first aid.



VERNELL K. GOODRIDGE

Director, Claims

With the FMIT since 2009.

Oversees the FMIT's Adjusting, Medical Case Management and Claims divisions.

More than 30 years of claims experience.

Holds Associate in Claims designation, and Workers' Compensation and Workers' Compensation Litigation certifications.

SENIOR MANAGEMENT



BINH NGUYEN

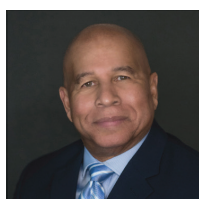
Director, Finance and Underwriting

With the Florida League of Cities since 2016.

Oversees the Finance and Underwriting Department, which includes all financial, rating and underwriting activities.

More than three years in the insurance industry and 16 years of local government experience.

Holds the 2-20 General Lines (property and casualty) license and the Florida Certified Government Finance Officer (CGFO) designation.



CROSBY COLEMAN

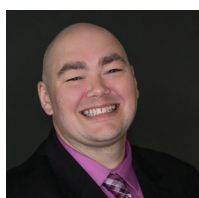
Property and Liability Claims Manager

With the FMIT since 1995.

Oversees the Property and Liability Department.

More than 40 years of claims experience.

Holds Associate in Claims designation, and Workers' Compensation, Workers' Compensation Litigation and Risk Management for Public Entities certifications.



CHRIS SMITH

Property and Liability Assistant Claims Manager

With the FMIT since 2015

Oversees the Property & Liability Department.

More than 10 years of claims experience, specializing in public utility claims.

Holds Holds Accredited Claims Adjuster and Risk Management for Public Entities certifications.



MAURA SOLER

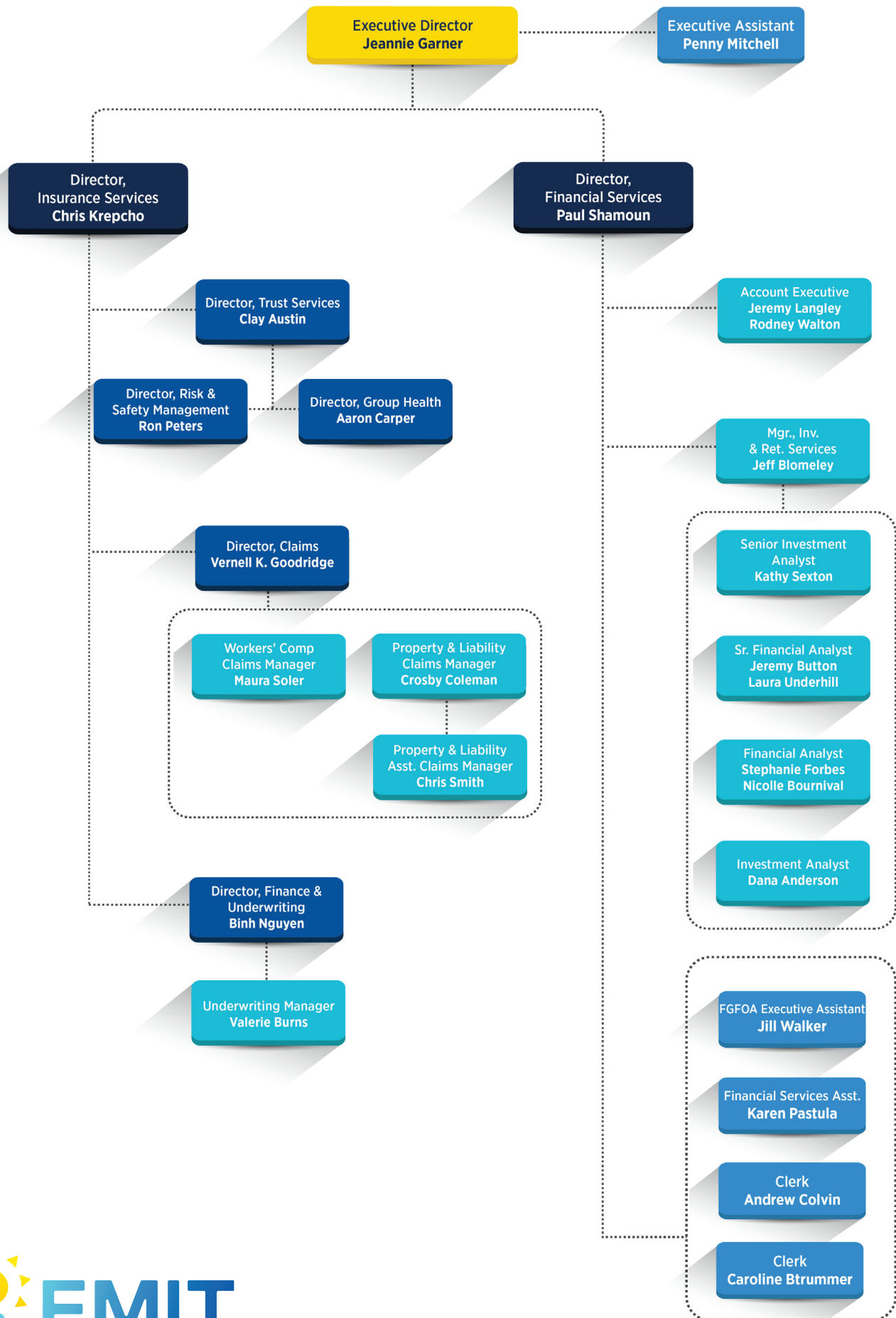
Workers' Compensation Claims Manager

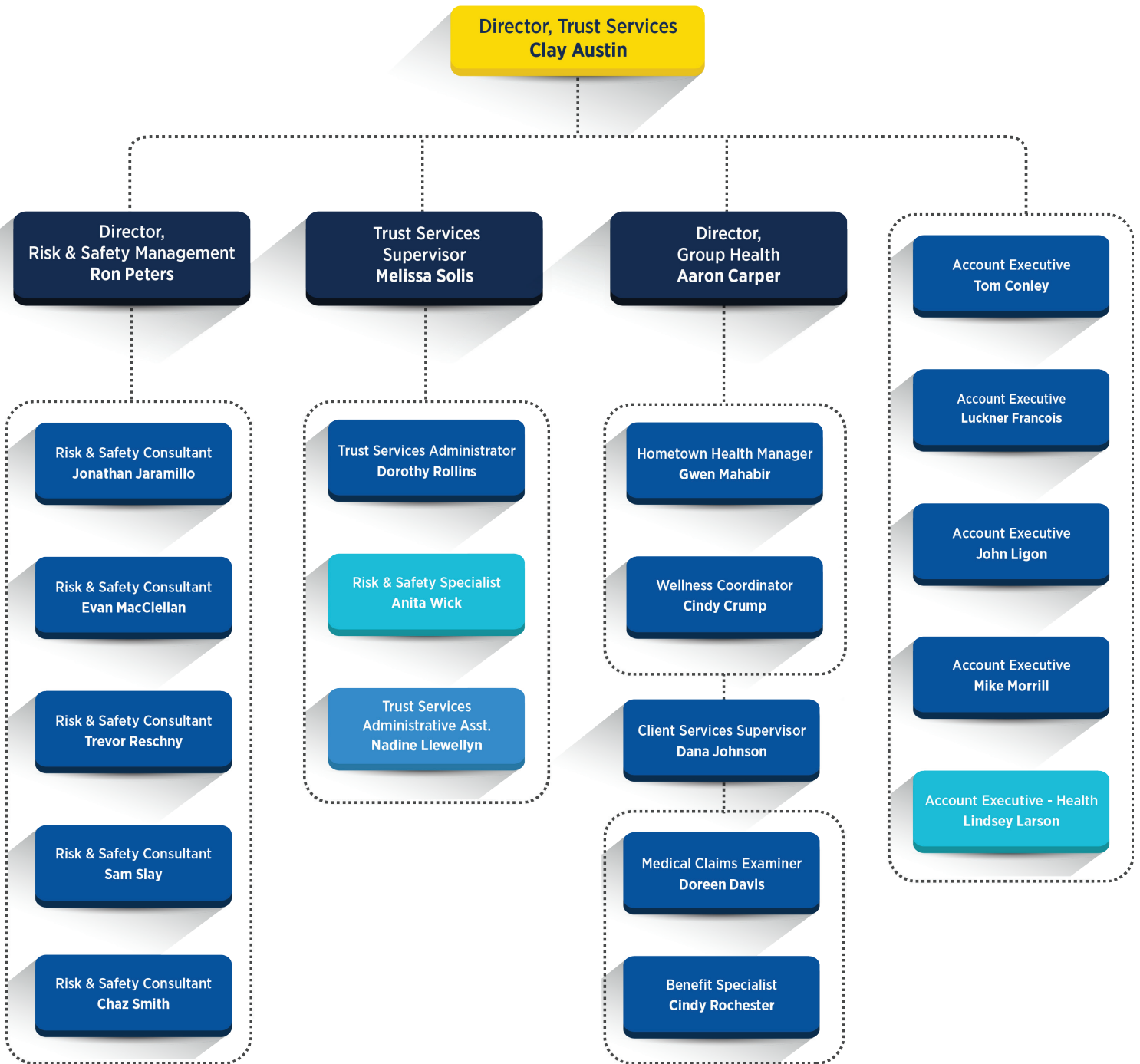
With the FMIT since 2018.

Oversees the Workers' Compensation Claims Department.

More than 29 years of claims experience.

Holds Workers' Compensation Certification, Accredited Claims Adjuster and Workers' Compensation Litigation Certification.





Director, Insurance Services
Chris Krepcho

Director, Finance &
Underwriting
Binh Nguyen

Underwriting Manager
Valerie Burns

Compliance Analyst
Shelby Capers

Subro Rec Specialist
Ann Trevino

Accountant I
Bryan Combs

Finance Specialist
Valerie Morrison

Finance Clerk
Jessica Potson

Underwriter
Dorcas Collazo-Lopez

Underwriter
Medley Johnson

Underwriter
Bobby Livingston

Underwriter
Sharon Naughton

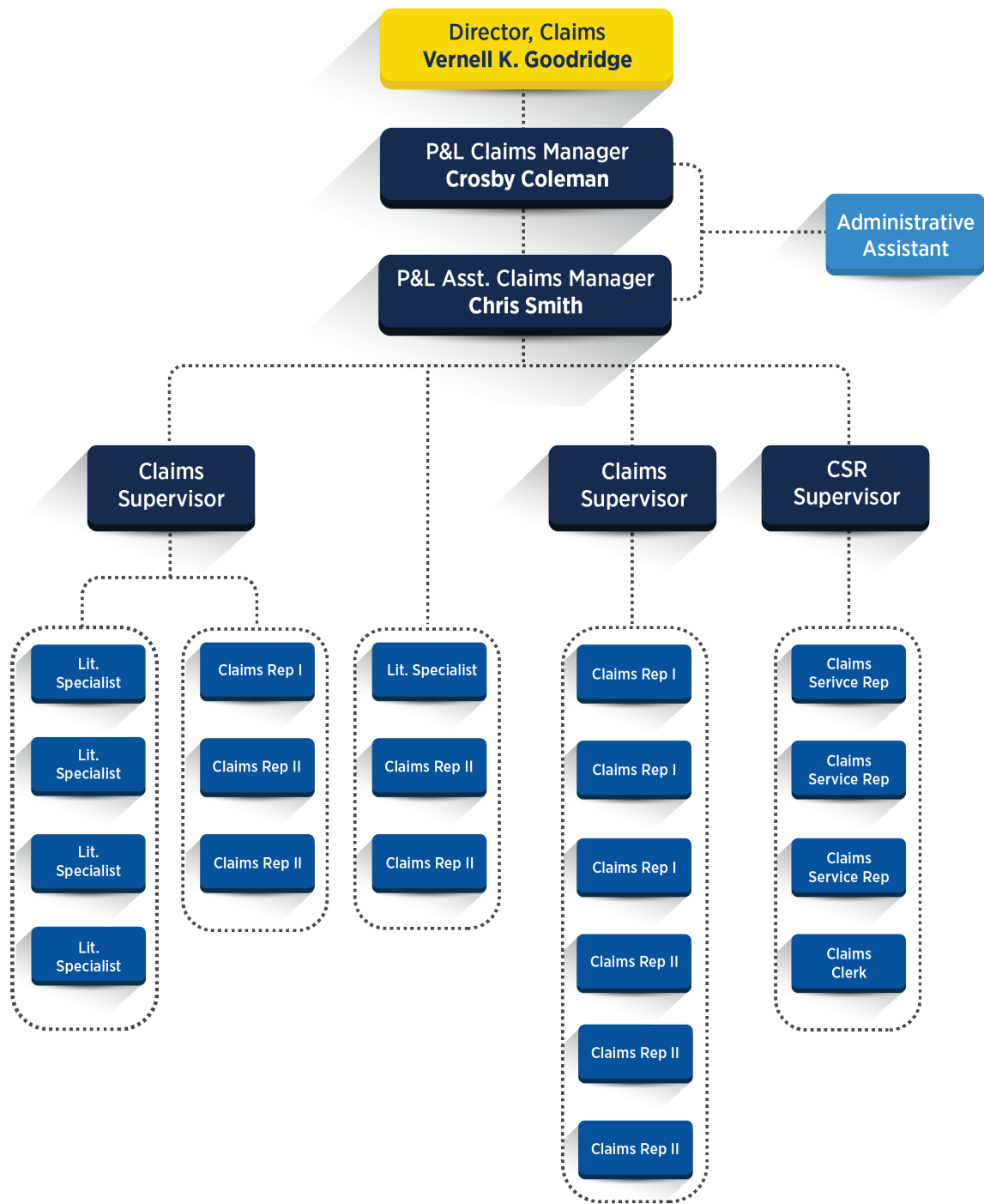
Underwriter
Sean Fahey

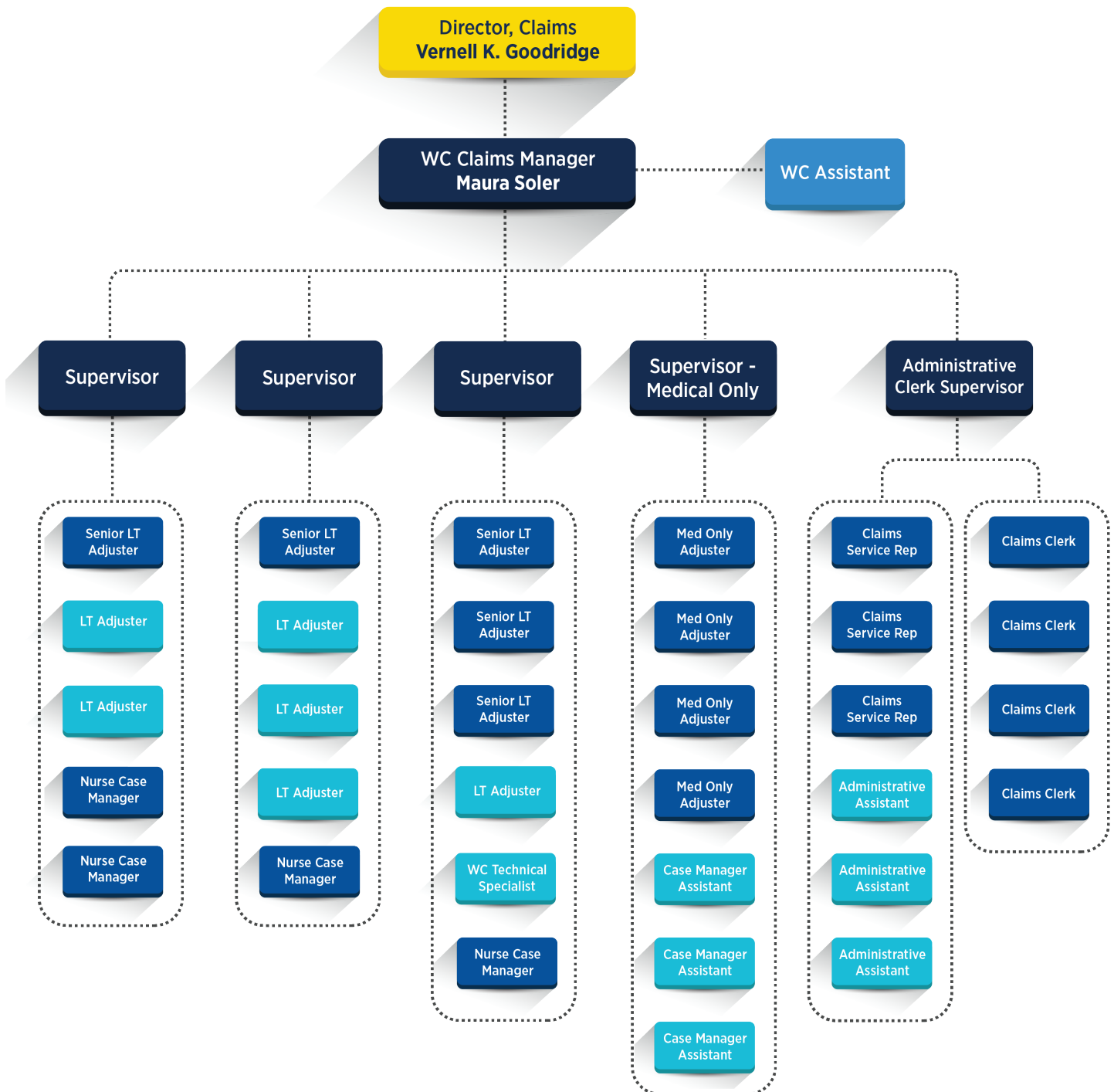
Assistant Underwriter
Tom Feria

Special District
Rating Specialist
Becky Leshner

Rater
Alicia Hollinger

Rater
Patricia Portella





AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 18.

ITEM: Consideration and Approval of a resolution approving Florida Blue to provide health and dental insurance and MetLife to provide life, disability, and Accidental Death & Dismemberment insurance for town employees for Fiscal Year 2024-2025. Enclosed are the proposed resolution, price quotes, and Employee Benefits Comparison.

DESCRIPTION:

Brown & Brown Insurance has served as the Town's group health insurance broker since October 1, 2021. Each year, Samantha Graveline, their Senior Vice President of Employee Benefits, successfully negotiates insurance increases down to single digits, resulting in significant savings for the Town and its employees.

Health Market Analysis:

For FY2024/25, Brown & Brown sought quotes from all available markets. Aetna and Cigna declined to quote, and Humana has exited the medical market. United Healthcare and Florida Blue submitted proposals. The following were proposed:

- **United Healthcare (UHC):** UHC, our incumbent carrier, discontinued our current plans, proposing similarly mapped plans with a 17.8% increase. Our broker negotiated this down to a 13.8% increase and secured two alternative plans with 9.0% and 9.5% increases. The Town's loss ratio has risen to 130%, a 25% increase from last year's 104%, driven primarily by employee claims (notably not from dependents). The premium hike is attributed to:
 - An average employee age of 52.
 - An average member age of 44, up by 5.4%.
 - A credibility rating of 60% due to the Town's size.
 - 14 ongoing chronic conditions, including two severe cases.
 - A rise in overall claims and a 40% increase in specialty medication spending.
- **Florida Blue:** Proposed a 1% overall increase with enhanced benefits, including benefits in foreign countries and local wellness programs (Florida Blue Centers, Hello Fresh, Jenny Craig, Orange Theory, etc.). Negotiations are ongoing for a wellness fund providing \$5,000 to \$7,500 for Town employee wellness initiatives. **The broker recommends selecting Florida Blue's Proposed 2 plan.**

Dental/Vision Market Analysis:

For FY2024/25, Brown & Brown sought quotes from all available markets. Aetna, Lincoln, Guardian, Mutual of Omaha, Standard, Sun Life, and UNUM declined to quote. Florida Blue, Cigna, Humana, Guardian, and Metlife presented quote. The following were the top proposals:

- **United Healthcare (UHC):** UHC, our incumbent carrier, provided the Town with a renewal quote for our current plans with a 12.9% increase. However, these plans are not enjoyed by our employees and staff continue to receive complaints about these plans.
- **Florida Blue:** Although the proposal includes a 31.4% overall increase, the enhanced benefits (lower deductibles and dental implant provision), and favorable provider network outweigh the increased cost. FloridaBlue uses the Humana provider network. Humana is a leader in the dental insurance market. **The broker recommends selecting Florida Blue's Proposed 1 plan (BlueDental Care FS 2951) for dental, but a renewal with United HealthCare for vision to avoid a 74.4% increase to employees (Town doesn't pay for vision insurance).**

Life, AD&D, Short-term and Long-term Disability Insurance Market Analysis:

For FY2024/25, Brown & Brown sought quotes from all available markets. Guardian, Lincoln, Mutual of Omaha, Standard, Sun Life, and UNUM declined to quote. Metlife, our incumbent carrier, provided the sole quote. **The broker recommends renewing with MetLife.**

Staff recommends that the Town Council approves the following as proposed in the Employee Benefits Comparison for FY 2024/25:

- Medical – FloridaBlue's Proposed 2 plan (BlueCare PC 55 and BlueOptions PC03559);
- Dental – FloridaBlue's Proposed 1 plan (BlueDental Care FS 2951 and PPO)
- Vision – United Healthcare S1072 plan
- Life and AD&D – MetLife current plan renewal

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

Group insurance expenses will increase by 0.68% to \$1,534,588 for health, life, dental, disability, and vision insurance. Funding is covered by the General, Causeway, Sewer, Water, and Parking Funds. The fiscal impact for FY2025 is significantly less than the 12% originally budgeted amount, if the Town accepts the proposals.

GL Line Item Number: Various accounts (xxx.xxxx.400023)

Total Amount Budgeted: \$1,534,588

BUDGET IMPACT:

Name	Impact	Fund(s)	Account(s)	Project #(s)	Amount
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	Date				Budgeted
Insurance Policy Premium(s)	10/01/2024	Various Funds	XXX.XXXX.400023 Various accounts	Group Employee Benefits	\$1,534,588.00

Submitted By: Shaun Gelvez, Human Resources Director
 Shaun Gelvez, Human Resources Director

ATTACHMENTS

1.	Staff Memo - FY24_25 Group Employee Insurance (final)
2.	Resolution - Insurance Coverage - Town Employees FY 2024-2025
3.	FY2024-25 Employee Insurance Rates
4.	FY2024-25 Benefits Comparison



**TOWN OF BAY HARBOR ISLANDS
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Town Manager Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Shaun S. Gelvez, MJ-LEL, FCLRP, IPMA-SCP, PHRP HR & Risk Management Director
DATE:	August 29, 2024
SUBJECT:	Group Employee Insurance for FY 2024/25

RECOMMENDATION

Staff recommends that the Town Council approves the following insurance coverage as proposed in the Employee Benefits Comparison for FY 2024/25 attached hereto:

- Medical – FloridaBlue’s Proposed 2 plan (BlueCare PC 55 and BlueOptions PC03559);
- Dental – FloridaBlue’s Proposed 1 plan (BlueDental Care FS 2951 and PPO)
- Vision – United Healthcare S1072 plan
- Life and AD&D – MetLife current plan renewal

BACKGROUND / ANALYSIS

Brown & Brown Insurance has served as the Town's group health insurance broker since October 1, 2021. Each year, Samantha Graveline, their Senior Vice President of Employee Benefits, successfully negotiates insurance increases down to single digits, resulting in significant savings for the Town and its employees.

Health Market Analysis:

For FY2024/25, Brown & Brown sought quotes from all available markets. Aetna and Cigna declined to quote, and Humana has exited the medical market. United Healthcare and Florida Blue submitted proposals. The following were proposed:

- **United Healthcare (UHC):** UHC, our incumbent carrier, discontinued our current plans, proposing similarly mapped plans with a 17.8% increase. Our broker negotiated this down to a 13.8% increase and secured two alternative plans with 9.0% and 9.5% increases. The Town's loss ratio has risen to 130%, a 25% increase from last year's 104%, driven primarily by employee claims (notably not from dependents). The premium hike is attributed to:
 - An average employee age of 52.
 - An average member age of 44, up by 5.4%.
 - A credibility rating of 60% due to the Town's size.
 - 14 ongoing chronic conditions, including two severe cases.
 - A rise in overall claims and a 40% increase in specialty medication spending.
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Dental/Vision Market Analysis:

For FY2024/25, Brown & Brown sought quotes from all available markets. Aetna, Lincoln, Guardian, Mutual of Omaha, Standard, Sun Life, and UNUM declined to quote. Florida Blue, Cigna, Humana, Guardian, and Metlife presented quote. The following were the top proposals:

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Life, AD&D, Short-term and Long-term Disability Insurance Market Analysis:

For FY2024/25, Brown & Brown sought quotes from all available markets. Guardian, Lincoln, Mutual of Omaha, Standard, Sun Life, and UNUM declined to quote. Metlife, our incumbent carrier, provided the sole quote. **The broker recommends renewing with MetLife.**

EXECUTE

Follow the brokers recommendations for medical, dental/vision, and life, AD&D, short-term and long-term disability insurance as noted above.

FINANCIAL ANALYSIS

Group insurance expenses will increase to \$1,534,588.00 for health, life, dental, disability, and vision insurance. Funding is covered by the General, Causeway, Sewer, Water, and Parking Funds. The fiscal impact for FY2025 is significantly less than the 12% originally budgeted amount, if the Town chooses to switch to Florida Blue.

GL Line Item Number: Various accounts (xxx.xxxx.400023)

Total Amount Budgeted: \$1,534,588.00

ATTACHMENTS

1. Employee Benefits Comparison for FY 2024-2025
2. FY2024-25 Employee Insurance Rates Summary

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING FLORIDA BLUE TO PROVIDE HEALTH AND DENTAL INSURANCE AND METLIFE TO PROVIDE LIFE, DISABILITY AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR TOWN EMPLOYEES FOR FISCAL YEAR 2024-2025; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands retains an insurance consultant/broker to annually evaluate and negotiate health and wellness policies and premiums for town employees; and

WHEREAS, the Town's health, dental, life and disability plans are due for renewal and quotes have been obtained and negotiated with providers by the insurance broker; and

WHEREAS, the Town of Bay Harbor Islands wishes to provide said benefits to its employees through Florida Blue for medical and dental insurance and MetLife for life, disability, and Accidental Death & Dismemberment insurance; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS THAT:

Section 1: The foregoing recitals are true and correct and incorporated by reference.

Section 2. The Town Council hereby approve the proposals by Florida Blue to provide health and dental insurance and MetLife to provide life, disability and Accidental Death & Dismemberment insurance coverage to town employees for Fiscal year 2024-2025.

Section 3. The Town Manager is authorized to execute any agreements or related documents on behalf of the Town of Bay Harbor Islands to effectuate specific provider plans.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of September 2024.

JOSHUA D. FULLER
MAYOR

ATTEST

YVONNE P. HAMILTON,
ACTING TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

TOWN ATTORNEY
GREENSPOON MARDER LLP
By: JOSEPH S. GELLER

HUMAN RESOURCES DEPARTMENT

FY2024-25 EMPLOYEE INSURANCE RATES



10/01/2024-09/30/2025			
Medical	Florida Blue BlueCare HMO PC55		
		Employee's Share Bi-Weekly* Cost	COBRA/Retiree Monthly Cost
	Employee Only	\$0.00	\$745.33
	Employee + Spouse	\$166.96	\$1,699.35
	Employee + Child(ren)	\$130.44	\$1,490.66
	Employee +Family	\$286.95	\$2,385.05
	Florida Blue BlueOptions PPO PC03559		
		Employee's Share Bi-Weekly* Cost	COBRA/Retiree Monthly Cost
	Employee Only	\$9.38	\$764.10
	Employee + Spouse	\$188.36	\$1,742.15
Dental	Florida Blue BlueDental Care FS2951		
		Employee's Share Bi-Weekly* Cost	COBRA/Retiree Monthly Cost
	Employee Only	\$0.00	\$16.38
	Employee + Spouse	\$2.87	\$32.77
	Employee + Child(ren)	\$3.59	\$36.86
	Employee +Family	\$7.52	\$59.31
	Florida Blue PPO		
		Employee's Share Bi-Weekly* Cost	COBRA/Retiree Monthly Cost
	Employee Only	\$19.91	\$56.20
	Employee + Spouse	\$42.68	\$112.38
Vision	United HealthCare S1072		
		Employee's Share** Bi-Weekly* Cost	COBRA/Retiree Monthly Cost
	Employee Only	\$2.42	N/A
	Employee + Spouse	\$4.59	N/A
	Employee + Child(ren)	\$5.38	N/A
	Employee +Family	\$7.58	N/A

The Town provides group coverage for eligible employees and their dependents, and retirees that have continued to pay their full monthly premium without interruption. (Refer to Policy No. 7.14)

*Deductions are based on 24 pay periods each year.

**Town pays 0% toward vision insurance; employee pays 100% of cost.



Town of Bay Harbor Islands

Employee Benefits Comparison

For Plans Effective
October 1, 2024

Presented on: August, 2024

Presented by:
Samantha Graveline
Senior Vice President, Employee Benefits

Prepared by:
Maria Panizo
Market Analyst



Notice of Confidentiality: This proposal is proprietary and a trade secret of Brown & Brown Inc. It has been delivered to Town of Bay Harbor Islands for their use in evaluating this proposal. This document and its appendix exhibits may not be photocopied or disclosed in whole or in part to anyone without Brown & Brown's prior written consent.

Proposal Assumptions

- The rates and premiums shown are based on the employee lives and volumes contained in the most recent census information and/or renewal information received.
- The rates quoted are based on the effective date listed on the front page. Rates will be subject to change after this date and paperwork must be submitted prior to the effective date.
- To ensure all members are in the carrier's system for confirmation of benefits, forms must be received prior to effective date as per the carriers' submission deadlines.
- It is imperative we be informed of any employee or dependent that is hospitalized or otherwise disabled and not actively at work on the effective date of any new contract. Coverage may not be
- For Marketing Purposes: The rates shown are not guaranteed. Upon enrollment, carriers may require an Employer Medical Questionnaire be completed or Individual Medical Questionnaires be completed. Final rates will be based on the information released on this (these) form(s). The final rates for these plans may vary if the census changes.
- Compensation. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at 1-800-393-3600 or, if you prefer, submit your request online at <http://www.bbinsurance.com/customerinquiry.shtml>.

- The analysis of the following plans is a summary. Please refer to the policy certificate for a full list of coverage and exclusions.
- The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn.
- If you select to change carriers, any existing plans with other carriers should not be cancelled until advised by Brown & Brown.
- This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available.
- This presentation is the proprietary work product of Brown & Brown and is not authorized for further use or distribution.
- All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.
- Brown & Brown representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.
- Brown & Brown representatives may from time to time provide guidance regarding certain requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.
- The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly.
- Failure to adhere to provisions of the Affordable Care Act (such as pay-or-play, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Brown & Brown representative at any time.
- You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBC must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the next year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

This proposal is for illustrative purposes and is not a complete explanation of the policies. It is intended to provide a brief, general description of the coverages quoted. Please remember that only the insurance policies can give you the actual insuring agreements, limits of coverage, definitions, exclusions, terms and conditions of the insurance shown in this proposal. Upon issue, please read your policy carefully. This presentation is the proprietary work product of Brown & Brown and is not authorized for further use or distribution. Executive summaries and proposals are created by Brown & Brown; neither Brown & Brown nor the carrier will be held responsible for typographical or clerical errors.

Acronyms and Key Definitions

For the purposes of this proposal, the following acronyms may be used:

Type of Plan

DHMO - Dental Health Maintenance Organization
HMO - Health Maintenance Organization / POS - Point of Service
PPO - Preferred Provider Organization

Financial Arrangements

ASO - Administrative Services Only
FI - Full Insured
MP - Minimum Premium
PSF - Partially Self Funded

Self-Funded Policy Terms

ISL - Individual Stop Loss
ASL - Aggregate Stop Loss
MRA - Maximum Reimbursement Aggregate

Reimbursement / Saving Accounts

FSA - Flexible Spending Account
HSA - Health Savings Account
HRA - Health Reimbursement Account

Other

DED - Deductible
IND - Individual / FAM - Family
ER - Emergency Room / HOSP - Hospital
IN-NET - In-Network / OON - Out-of-Network
MAX - Maximum
N/A - Not Applicable
OV - Office Visit
PCP - Primary Care Physician / SPEC - Specialist
RX - Prescription Drug
EE - Employee Only, ES - Employee + Spouse, EC - Employee + Child(ren), EF - Employee + Family
Generic- A drug that is no longer covered by patent protection and may be produced and/or distributed by multiple drug companies (usually tier 1).
Preferred Drugs- Drugs included on a formulary or preferred drug list; for example, a brand name-drug without a generic substitute (usually tier 2).
Non-preferred Drugs- Drugs not included on a formulary or preferred drug list; for example, a brand-name drug with a generic substitute (usually tier 3).
Specialty Drugs: Specifically identified types of drugs, such as lifestyle drugs or biologics (usually tier 4).
Embedded- Once participant meets Individual Deductible, Co-insurance applies to that individual.
Non-Embedded or Aggregate- Family Deductible must be met before Co-insurance applies, to all family members.

This proposal is for illustrative purposes and is not a complete explanation of the policies. It is intended to provide a brief, general description of the coverages quoted. Please remember that only the insurance policies can give you the actual insuring agreements, limits of coverage, definitions, exclusions, terms and conditions of the insurance shown in this proposal. Upon issue, please read your policy carefully. This presentation is the proprietary work product of Brown & Brown and is not authorized for further use or distribution. Executive summaries and proposals are created by Brown & Brown; neither Brown & Brown nor the carrier will be held responsible for typographical or clerical errors.

Notice of Carrier Financial Status

Brown & Brown makes every attempt to place coverage with carriers rated A- or better* through AM Best (www.ambest.com), a national credit rating agency with a specific focus on the insurance industry. Because an AM Best rating is not required by the various state departments of insurance, there are many carriers in the Employee Benefits industry that elect not to participate in AM Best's rating process for various reasons. Therefore, Brown & Brown periodically places coverage with carriers rated less than A- or non-rated by AM Best.

Please be advised that Brown & Brown does monitor carriers rated less than A- or non-rated on an ongoing basis. However, because Brown & Brown cannot certify the financial soundness or stability of any insurance company or alternative risk transfer entity, or otherwise predict whether the financial condition of a company might improve or deteriorate, we encourage you to review the financial information for each carrier at AM Best's website (www.ambest.com), a state department of insurance website, the applicable carrier website and/or with your accountant, legal counsel and other advisors.

If you need assistance identifying the applicable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us at 407-660-8282 for assistance. Alternative quotes with an A- or better rated carrier may also be available upon your request.

Financial Strength Rating	
A++, A+	Superior
A, A-	Excellent
B++, B+	Good
B, B-	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Regulatory
F	In Liquidation
S	Suspended

Financial Size Category (in Thousands)			
Class I	Up to	\$1,000	
Class II	\$1,000	to	\$2,000
Class III	\$2,000	to	\$5,000
Class IV	\$5,000	to	\$10,000
Class V	\$10,000	to	\$25,000
Class VI	\$25,000	to	\$50,000
Class VII	\$50,000	to	\$100,000
Class VIII	\$100,000	to	\$250,000
Class IX	\$250,000	to	\$500,000
Class X	\$500,000	to	\$750,000
Class XI	\$750,000	to	\$1,000,000
Class XII	\$1,000,000	to	\$1,250,000
Class XIII	\$1,250,000	to	\$1,500,000
Class XIV	\$1,500,000	to	\$2,000,000
Class XV	\$2,000,000	or	Greater

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown. Brown & Brown does not guarantee financial condition of the insurers listed on the Market Summary.

Marketing Summary

Line of Coverage	Carrier	Status
Medical		
	UnitedHealthcare	Incumbent
	Aetna	Pending Proposal
	Cigna	Declined to Quote
	Florida Blue	Presented
Dental & Vision		
	UnitedHealthcare	Incumbent
	Aetna	Pending Proposal
	Florida Blue	Presented
	Cigna	Presented
	Humana	Presented
	Guardian	Presented
	Lincoln	Declined to Quote
	MetLife	Pending Proposal
	Mutual of Omaha	Declined to Quote
	Standard	Declined to Quote
	Sun Life	Declined to Quote
	Unum	Declined to Quote
Group Life & Disability		
	MetLife	Incumbent
	Guardian	Declined to Quote
	Lincoln	Declined to Quote
	Mutual of Omaha	Declined to Quote
	Standard	Declined to Quote
	Sun Life	Declined to Quote
	Unum	Declined to Quote

Medical

	CURRENT UnitedHealthcare				RENEWAL UnitedHealthcare				NEGOTIATED RENEWAL (B&F) UnitedHealthcare				ALTERNATE UnitedHealthcare	
	BXJK / Rx NHBS		BWMG / Rx H54S		DU2Q / Rx NHLY		DZD6 / Rx D01Y		DU2Q / Rx NHLY		DZD6 / Rx D01Y		DUXI / Rx NHLY	
In-Network Benefits Comparison	NHP		UnitedHealthcare		NHP 2024 POS		UHC 2024 POS		NHP 2024 POS		UHC 2024 POS		NHP 2024 POS	
Employee Primary Residence														
Deductible														
Individual Family	None	None	\$500	\$1,000	None	None	\$500	\$1,000	None	None	\$500	\$1,000	\$500	\$1,000
Co-Insurance	100%		80% / 20%		100%		80% / 20%		100%		80% / 20%		100%	
Out of Pocket Max														
Individual Family	\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000	\$4,000	\$8,000	\$2,500	\$5,000	\$4,000	\$8,000	\$3,500	\$7,000
Physician & Emergency Care														
Preventive Care	\$0		\$0		\$0		\$0		\$0		\$0		\$0	
PCP Specialist	\$15	\$25	\$15	\$35	\$15	\$25	\$25	\$50	\$15	\$25	\$25	\$50	\$25	\$45
Virtual Visits	\$0 Designated Virtual Provider		\$0 Designated Virtual Provider		\$0 Designated Virtual Provider		\$0 Designated Virtual Provider		\$0 Designated Virtual Provider		\$0 Designated Virtual Provider		\$0 Designated Virtual Provider	
Urgent Care	\$50		\$40		\$75		\$50		\$75		\$50		\$75	
Emergency Room (In or out of network)	\$350		\$350		\$350		\$350		\$350		\$350		0% Aft Ded	
Hospitalization & Outpatient Care														
Inpatient	\$500		\$1,000		\$500		20% Aft Ded		\$500		20% Aft Ded		0% Aft Ded	
Outpatient Hospital	\$0		\$350		\$0		20% Aft Ded		\$0		20% Aft Ded		0% Aft Ded	
Physician Fees	\$0		20% Aft Ded		\$0		20% Aft Ded		\$0		20% Aft Ded		0% Aft Ded	
Outpatient Freestanding Facility	\$0		\$350		\$0		20% Aft Ded		\$0		20% Aft Ded		0% Aft Ded	
Physician Fees	\$0		20% Aft Ded		\$0		20% Aft Ded		\$0		20% Aft Ded		0% Aft Ded	
Mental Health Care														
Inpatient	\$500		\$1,000		\$500		20% Aft Ded		\$500		20% Aft Ded		0% Aft Ded	
Outpatient	\$25		\$35		\$25		\$50		\$25		\$50		\$45	
Independent Facility Care	Designated Network / Network		Designated Network / Network		Designated Network / Network		Designated Network / Network		Designated Network / Network		Designated Network / Network		Designated Network / Network	
Lab	\$0		\$0 / 50%		\$0		\$0 / 50%		\$0		\$0 / 50%		\$0	
X-Rays	\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Complex Diagnostic Imaging	\$0 / 50%		\$150 / \$750		\$0 / 50%		\$200 / \$750 Aft Ded		\$0 / 50%		\$200 / \$750 Aft Ded		0% Aft Ded / 50%	
Prescription Drugs														
Pharmacy Network	National / Advantage w/ SMCS		National / Advantage w/ SMCS		AdvSMCS PDL-SS-CVS		AdvSMCS PDL-SS-CVS		AdvSMCS PDL-SS-CVS		AdvSMCS PDL-SS-CVS		AdvSMCS PDL-SS-CVS	
Deductible														
Tier 1/ Tier 2/ Tier 3/ Tier 4	\$10/\$50/\$85		\$10/\$50/\$85		\$10/\$45/\$85		\$10/\$45/\$85		\$10/\$45/\$85		\$10/\$45/\$85		\$10/\$45/\$85	
Specialty - Tier 1/ Tier 2/ Tier 3/ Tier 4	\$10/\$150/\$500		\$10/\$150/\$500		\$10/\$150/\$500		\$10/\$150/\$500		\$10/\$150/\$500		\$10/\$150/\$500		\$10/\$150/\$500	
Mail Order - 90 day supply	\$25/\$125/\$212.50		\$25/\$125/\$212.50		\$25/\$112.50/\$212.50		\$25/\$112.50/\$212.50		\$25/\$112.50/\$212.50		\$25/\$112.50/\$212.50		\$25/\$112.50/\$212.50	
Out-of-Network Benefits Comparison														
Deductible Individual Family	\$500	\$1,000	\$1,000	\$3,000	\$500	\$1,000	\$1,500	\$3,000	\$500	\$1,000	\$1,500	\$3,000	\$1,000	\$2,000
Co-Insurance	60% / 40%		50% / 50%		60% / 40%		70% / 30%		60% / 40%		70% / 30%		70% / 30%	
Out of Pocket Max Individual Family	\$5,750	\$11,500	\$5,000	\$10,000	\$5,750	\$11,500	\$6,000	\$12,000	\$5,750	\$11,500	\$6,000	\$12,000	\$4,000	\$8,000
Most Other Services	40% Aft Ded		50% Aft Ded		40% Aft Ded		30% Aft Ded		40% Aft Ded		30% Aft Ded		30% Aft Ded	
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited		Unlimited		Unlimited		Unlimited	
Cost Comparison														
Monthly Premium	Cost	Current Enrollment	Cost	Current Enrollment		Current Enrollment		Current Enrollment		Current Enrollment		Current Enrollment		Current Enrollment
Employee	\$724.63	34	\$791.85	10	\$867.17	34	\$918.22	10	\$840.06	34	\$873.81	10	\$800.71	44
Employee + Spouse	\$1,753.59	7	\$1,916.27	2	\$2,098.53	7	\$2,222.07	2	\$2,032.93	7	\$2,114.60	2	\$1,937.70	9
Employee + Child(ren)	\$1,308.70	12	\$1,430.09	5	\$1,566.13	12	\$1,658.33	5	\$1,517.17	12	\$1,578.12	5	\$1,446.10	17
Employee + Family	\$2,414.12	15	\$2,638.07	3	\$2,888.99	15	\$3,059.07	3	\$2,798.68	15	\$2,911.12	3	\$2,667.58	18
Enrollment Totals		68		20		68		20		68		20		88
Monthly Premium	\$88,829		\$26,816		\$106,302		\$31,095		\$102,979		\$29,591		\$125,271	
Total Monthly Premium	\$115,644				\$137,397				\$132,570				\$125,271	
\$ Variance					\$21,753				\$16,926				\$9,626	
Annual Premium	\$1,065,945		\$321,788		\$1,275,623		\$373,142		\$1,235,745		\$355,095		\$1,503,248	
Total Annual Premium	\$1,387,733				\$1,648,765				\$1,590,841				\$1,503,248	
\$ Variance					\$261,032				\$203,107				\$115,515	
% Variance by Plan					19.7%		16.0%		15.9%		10.4%		8.3%	
% Total Variance					18.8%				14.6%				8.3%	

Medical

	CURRENT UnitedHealthcare				PROPOSED 1 Florida Blue				PROPOSED 2 Florida Blue			
	BXJK / Rx NHBS		BWMG / Rx H54S		Predictable Cost 05786		Predictable Cost 03559		Predictble Cost 55		Predictable Cost 03559	
In-Network Benefits Comparison	NHP		UnitedHealthcare		BlueOptions		BlueOptions		BlueCare		BlueOptions	
Employee Primary Residence												
Deductible												
Individual Family	None	None	\$500	\$1,000	\$1,000	\$3,000	\$500	\$1,500	\$0	\$0	\$500	\$1,500
Co-Insurance	100%		80% / 20%		100%		80% / 20%		N/A		80% / 20%	
Out of Pocket Max												
Individual Family	\$2,500	\$5,000	\$2,500	\$5,000	\$4,000	\$8,000	\$2,500	\$5,000	\$2,500	\$7,500	\$2,500	\$5,000
Physician & Emergency Care					Designated Network / Network		Designated Network / Network		Designated Network / Network		Designated Network / Network	
Preventive Care	\$0		\$0		\$0		\$0		\$0		\$0	
PCP Specialist	\$15	\$25	\$15	\$35	\$0 / \$25	\$20 / \$45	\$0 / \$20	\$20 / \$40	\$0 / \$10	\$10	\$0 / \$20	\$20 / \$40
Virtual Visits	\$0 Designated Virtual Provider		\$0 Designated Virtual Provider		PCP \$0 / Spc \$45		PCP \$0 / Spc \$40		PCP \$0 / Spc \$10		PCP \$0 / Spc \$40	
Urgent Care	\$50		\$40		\$0 visits 1-2 / \$50		\$0 visits 1-2 / \$45		\$0 visits 1-2 / \$10		\$0 visits 1-2 / \$45	
Emergency Room (In or out of network)	\$350		\$350		Facility \$250 / Physician 0% Aft Ded		Facility \$100 / Physician 20% Aft Ded		Facility \$100 / Physician \$0		Facility \$100 / Physician 20% Aft Ded	
Hospitalization & Outpatient Care												
Inpatient	\$500		\$1,000		\$500/day to \$1,500		\$600		\$250		\$600	
Outpatient Hospital	\$0		\$350		\$500		\$200		\$150		\$200	
Physician Fees	\$0		20% Aft Ded		0% Aft Ded		20% Aft Ded		\$0		20% Aft Ded	
Outpatient Freestanding Facility	\$0		\$350		\$150		\$100		\$100		\$100	
Physician Fees	\$0		20% Aft Ded		\$45		20% Aft Ded		\$10		20% Aft Ded	
Mental Health Care												
Inpatient	\$500		\$1,000		\$0		\$0		\$0		\$0	
Outpatient	\$25		\$35		\$0		\$0		\$0		\$0	
Independent Facility Care	Designated Network / Network		Designated Network / Network									
Lab	\$0		\$0 / 50%		\$0		\$0		\$0		\$0	
X-Rays	\$0		\$0		\$50		\$50		\$10		\$50	
Complex Diagnostic Imaging	\$0 / 50%		\$150 / \$750		\$350		\$150		\$50		\$150	
Prescription Drugs												
Pharmacy Network	National / Advantage w/ SMCS		National / Advantage w/ SMCS									
Deductible					None		None		None		None	
Tier 1/ Tier 2/ Tier 3/ Tier 4	\$10/\$50/\$85		\$10/\$50/\$85		\$10/\$50/\$80		\$10/\$50/\$80		\$10/\$50/\$80		\$10/\$50/\$80	
Specialty - Tier 1/ Tier 2/ Tier 3/ Tier 4	\$10/\$150/\$500		\$10/\$150/\$500		20%		20%		20%		20%	
Mail Order - 90 day supply	\$25/\$125/\$212.50		\$25/\$125/\$212.50		\$25/\$125/\$200		\$25/\$125/\$200		\$25/\$125/\$200		\$25/\$125/\$200	
Out-of-Network Benefits Comparison												
Deductible Individual Family	\$500	\$1,000	\$1,000	\$3,000	\$2,000	\$6,000	\$750	\$2,250	N/A		\$750	\$2,250
Co-Insurance	60% / 40%		50% / 50%		50% / 50%		60% / 40%		N/A		60% / 40%	
Out of Pocket Max Individual Family	\$5,750	\$11,500	\$5,000	\$10,000	\$8,000	\$16,000	\$5,000	\$10,000	N/A		\$5,000	\$10,000
Most Other Services	40% Aft Ded		50% Aft Ded		50% Aft Ded		40% Aft Ded		N/A		40% Aft Ded	
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited		N/A		Unlimited	
Cost Comparison												
Monthly Premium	Cost	Current Enrollment	Cost	Current Enrollment		Current Enrollment		Current Enrollment		Current Enrollment		Current Enrollment
Employee	\$724.63	34	\$791.85	10	\$734.10	34	\$764.10	10	\$745.33	34	\$764.10	10
Employee + Spouse	\$1,753.59	7	\$1,916.27	2	\$1,673.75	7	\$1,742.15	2	\$1,699.35	7	\$1,742.15	2
Employee + Child(ren)	\$1,308.70	12	\$1,430.09	5	\$1,468.21	12	\$1,528.20	5	\$1,490.66	12	\$1,528.20	5
Employee + Family	\$2,414.12	15	\$2,638.07	3	\$2,349.13	15	\$2,445.12	3	\$2,385.05	15	\$2,445.12	3
Enrollment Totals		68		20		68		20		68		20
Monthly Premium	\$88,829		\$26,816		\$89,531		\$26,102		\$90,900		\$26,102	
Total Monthly Premium	\$115,644				\$115,633				\$117,002			
\$ Variance					-\$12				\$1,358			
Annual Premium	\$1,065,945		\$321,788		\$1,074,373		\$313,220		\$1,090,804		\$313,220	
Total Annual Premium	\$1,387,733				\$1,387,593				\$1,404,024			
\$ Variance					-\$140				\$16,291			
% Variance by Plan					0.8%				2.3%			
% Total Variance					0.0%				1.2%			

Dental

	CURRENT UnitedHealthcare				RENEWAL UnitedHealthcare				PROPOSED 1 Florida Blue			
	DHMO D1056		PPO P9442		DHMO D1056		PPO P9442		BlueDental Care FS 295I		PPO	
Benefits Comparison	In-Network		In-Network	Out-of-Network	In-Network		In-Network	Out-of-Network	In-Network		In-Network	Out-of-Network
Maximum Plan Pays Per Enrolled	N/A		\$3,000	\$3,000	N/A		\$3,000	\$3,000	N/A		\$3,000	\$3,000
Lifetime Orthodontic Maximum	\$2,641 Child / \$2,741 Adult		\$1,000 Child & Adult		\$2,641 Child / \$2,741 Adult		\$1,000 Child & Adult		\$2,435 Child & Adult		\$1,000	
Calendar/Policy Year Deductible	N/A		\$50/\$150		N/A		\$50/\$150		N/A		\$50/\$150	
Coinsurance												
Preventive	N/A		100%	100%	N/A		100%	100%	N/A		100%	100%
Basic	N/A		100%	100%	N/A		100%	100%	N/A		100%	100%
Major	N/A		60%	60%	N/A		60%	60%	N/A		60%	60%
Orthodontia	N/A		60%	60%	N/A		60%	60%	N/A		60%	60%
Benefits Based on	Fee Schedule		Contracted Rates	80th Percentile	Fee Schedule		Contracted Rates	80th Percentile	Contracted Rates		Contracted Rates	80th Percentile
Balance Billing	N/A		None	Yes	N/A		None	Yes	No		No	Yes
Deductible Waived for Preventive Services	N/A		Yes		N/A		Yes		Yes		Yes	
Maximum Rollover												
Schedule of Benefits												
Routine Exams 0120	No Charge		100%	100%	No Charge		100%	100%	No Charge		100%	100%
Cleaning 1110	No Charge		100%	100%	No Charge		100%	100%	No Charge		100%	100%
X-Rays Full Mouth 0210	No Charge		100%	100%	No Charge		100%	100%	No Charge		100%	100%
Simple Extractions 7140	\$10		100%	100%	\$10		100%	100%	\$5		100%	100%
Root Canal 3330	\$210		100%	100%	\$210		100%	100%	\$210		100%	100%
Periodontal Scaling & Root Planning 4341	\$36 per quad		100%	100%	\$36 per quad		100%	100%	\$50 per quad		100%	100%
Crowns 2740	\$195		60%	60%	\$195		60%	60%	\$245		60%	60%
Dentures Full or Partial 5110	\$210		60%	60%	\$210		60%	60%	\$325		60%	60%
*Coinsurance based on complexity of procedure												
Policy Provisions												
Waiting Periods	None		None		None		None					
Minimum Participation Requirement									Greater of 50% or 4 enrolled			
Rate Guarantee	Until 10/01/2024		Until 10/01/2024		12 Months		12 Months		24 Months		24 Months	
Cost Comparison									Contributory		Contributory	
Monthly Premium	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment
Employee	\$12.80	24	\$43.83	23	\$13.31	24	\$50.43	23	\$16.38	24	\$56.20	23
Employee + Spouse	\$22.40	4	\$87.65	6	\$23.30	4	\$100.85	6	\$32.77	4	\$112.38	6
Employee + Child(ren)	\$27.74	8	\$96.48	7	\$28.85	8	\$111.01	7	\$36.86	8	\$123.70	7
Employee + Family	\$35.20	9	\$147.34	11	\$36.61	9	\$169.52	11	\$59.31	9	\$188.91	11
Enrollment Totals		45		47		45		47		45		47
Monthly Premium	\$936		\$3,830		\$973		\$4,407		\$1,353		\$4,911	
Total Monthly Premium			\$4,766				\$5,380				\$6,264	
\$ Variance					\$37		\$577		\$417		\$1,081	
Annual Premium	\$11,226		\$45,961		\$11,675		\$52,881		\$16,234		\$58,929	
Total Annual Premium			\$57,187				\$64,557				\$75,164	
\$ Variance					\$449		\$6,920		\$5,008		\$12,968	
% Variance by Plan					4.0%		15.1%		44.6%		28.2%	
% Total Variance							12.9%				31.4%	

Dental

	CURRENT UnitedHealthcare				PROPOSED 2 Florida Blue				PROPOSED 3 Florida Blue			
	DHMO D1056		PPO P9442		BlueDental Care FS 295I		PPO		BlueDental Care FS 295I		PPO	
Benefits Comparison	In-Network		In-Network	Out-of-Network	In-Network		In-Network	Out-of-Network	In-Network		In-Network	Out-of-Network
Maximum Plan Pays Per Enrolled	N/A		\$3,000	\$3,000	N/A		\$2,500	\$2,500	N/A		\$5,000	\$5,000
Lifetime Orthodontic Maximum	\$2,641 Child / \$2,741 Adult		\$1,000 Child & Adult		\$2,435 Child & Adult		\$1,000		\$2,435 Child & Adult		\$1,000	
Calendar/Policy Year Deductible	N/A		\$50/\$150		N/A		\$50/\$150		N/A		\$50/\$150	
Coinsurance												
Preventive	N/A		100%	100%	N/A		100%	100%	N/A		100%	100%
Basic	N/A		100%	100%	N/A		100%	100%	N/A		100%	100%
Major	N/A		60%	60%	N/A		60%	60%	N/A		60%	60%
Orthodontia	N/A		60%	60%	N/A		60%	60%	N/A		60%	60%
Benefits Based on	Fee Schedule		Contracted Rates	80th Percentile	Contracted Rates		Contracted Rates	90th Percentile	Contracted Rates		Contracted Rates	90th Percentile
Balance Billing	N/A		None	Yes	No		No	Yes	No		No	Yes
Deductible Waived for Preventive Services	N/A		Yes		Yes		Yes		Yes		Yes	
Maximum Rollover												
Schedule of Benefits												
Routine Exams 0120	No Charge		100%	100%	No Charge		100%	100%	No Charge		100%	100%
Cleaning 1110	No Charge		100%	100%	No Charge		100%	100%	No Charge		100%	100%
X-Rays Full Mouth 0210	No Charge		100%	100%	No Charge		100%	100%	No Charge		100%	100%
Simple Extractions 7140	\$10		100%	100%	\$5		100%	100%	\$5		100%	100%
Root Canal 3330	\$210		100%	100%	\$210		100%	100%	\$210		100%	100%
Periodontal Scaling & Root Planning 4341	\$36 per quad		100%	100%	\$50 per quad		100%	100%	\$50 per quad		100%	100%
Crowns 2740	\$195		60%	60%	\$245		60%	60%	\$245		60%	60%
Dentures Full or Partial 5110	\$210		60%	60%	\$325		60%	60%	\$325		60%	60%
*Coinsurance based on complexity of procedure												
Policy Provisions												
Waiting Periods	None		None									
Minimum Participation Requirement					Greater of 50% or 4 enrolled		Greater of 50% or 4 enrolled		Greater of 50% or 4 enrolled		Greater of 50% or 4 enrolled	
Rate Guarantee	Until 10/01/2024		Until 10/01/2024		24 Months		24 Months		24 Months		24 Months	
Cost Comparison					Contributory		Contributory		Contributory		Contributory	
Monthly Premium	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment
Employee	\$12.80	24	\$43.83	23	\$16.38	24	\$55.98	23	\$16.38	24	\$57.82	23
Employee + Spouse	\$22.40	4	\$87.65	6	\$32.77	4	\$111.94	6	\$32.77	4	\$115.62	6
Employee + Child(ren)	\$27.74	8	\$96.48	7	\$36.86	8	\$123.22	7	\$36.86	8	\$127.27	7
Employee + Family	\$35.20	9	\$147.34	11	\$59.31	9	\$188.18	11	\$59.31	9	\$194.36	11
Enrollment Totals		45		47		45		47		45		47
Monthly Premium	\$936		\$3,830		\$1,353		\$4,892		\$1,353		\$5,052	
Total Monthly Premium	\$4,766				\$6,245				\$6,405			
\$ Variance					\$417		\$1,062		\$417		\$1,222	
Annual Premium	\$11,226		\$45,961		\$16,234		\$58,700		\$16,234		\$60,629	
Total Annual Premium	\$57,187				\$74,935				\$76,864			
\$ Variance					\$5,008		\$12,739		\$5,008		\$14,668	
% Variance by Plan					44.6%		27.7%		44.6%		31.9%	
% Total Variance					31.0%				34.4%			

Dental

	CURRENT UnitedHealthcare				PROPOSED Cigna				PROPOSED 1 Guardian			
	DHMO D1056		PPO P9442		DMO K1109		Plan Name		DHMO N200		PPO	
Benefits Comparison	In-Network		In-Network	Out-of-Network	In-Network		In-Network	Out-of-Network	In-Network		In-Network	Out-of-Network
Maximum Plan Pays Per Enrolled	N/A		\$3,000	\$3,000	N/A		\$3,000	\$3,000	N/A		\$3,000 plus Maximum Rollover	
Lifetime Orthodontic Maximum	\$2,641 Child / \$2,741 Adult		\$1,000 Child & Adult		\$3,337 Child & Adult		\$1,000 Child & Adult		\$2,145 Child / \$2,845 Adult		\$1,000 Child & Adult	
Calendar/Policy Year Deductible	N/A		\$50/\$150		N/A		\$50/\$150		N/A		\$50/\$150	
Coinsurance												
Preventive	N/A		100%	100%	N/A		100%	100%	N/A		100%	100%
Basic	N/A		100%	100%	N/A		100%	100%	N/A		100%	100%
Major	N/A		60%	60%	N/A		60%	60%	N/A		60%	60%
Orthodontia	N/A		60%	60%	N/A		60%	60%	N/A		60%	60%
Benefits Based on	Fee Schedule		Contracted Rates	80th Percentile	Contracted Rates		Contracted Rates	90th Percentile	Contracted Rates		Contracted Rates	80th Percentile
Balance Billing	N/A		None	Yes	No		No	Yes	No		No	Yes
Deductible Waived for Preventive Services	N/A		Yes		Yes		Yes		Yes		Yes	
Maximum Rollover											\$1,500	
Schedule of Benefits												
Routine Exams 0120	No Charge		100%	100%	No Charge		100%	100%	No Charge		100%	100%
Cleaning 1110	No Charge		100%	100%	No Charge		100%	100%	No Charge		100%	100%
X-Rays Full Mouth 0210	No Charge		100%	100%	No Charge		100%	100%	No Charge		100%	100%
Simple Extractions 7140	\$10		100%	100%	\$12		100%	100%	\$20		100%	100%
Root Canal 3330	\$210		100%	100%	\$335		100%	100%	\$195		100%	100%
Periodontal Scaling & Root Planning 4341	\$36 per quad		100%	100%	\$83 per quad		100%	100%	\$55 per quad		100%	100%
Crowns 2740	\$195		60%	60%	\$490		60%	60%	\$450		60%	60%
Dentures Full or Partial 5110	\$210		60%	60%	\$625		60%	60%	\$550		60%	60%
*Coinsurance based on complexity of procedure												
Policy Provisions												
Waiting Periods	None		None								None	
Minimum Participation Requirement					65%		88%				100%	
Rate Guarantee	Until 10/01/2024		Until 10/01/2024		12 Months		12 Months		24 Months		24 Months	
Cost Comparison					Contributory		Contributory		Contributory		Non-Contributory	
Monthly Premium	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment
Employee	\$12.80	24	\$43.83	23	\$11.74	24	\$51.82	23	\$14.12	24	\$48.14	23
Employee + Spouse	\$22.40	4	\$87.65	6	\$21.05	4	\$103.63	6	\$28.22	4	\$97.72	6
Employee + Child(ren)	\$27.74	8	\$96.48	7	\$29.52	8	\$114.07	7	\$30.83	8	\$105.95	7
Employee + Family	\$35.20	9	\$147.34	11	\$42.69	9	\$174.19	11	\$47.58	9	\$164.43	11
Enrollment Totals		45		47		45		47		45		47
Monthly Premium	\$936		\$3,830		\$986		\$4,528		\$1,127		\$4,244	
Total Monthly Premium			\$4,766				\$5,515				\$5,371	
\$ Variance					\$51		\$698		\$191		\$414	
Annual Premium	\$11,226		\$45,961		\$11,836		\$54,339		\$13,519		\$50,927	
Total Annual Premium			\$57,187				\$66,175				\$64,446	
\$ Variance					\$610		\$8,378		\$2,293		\$4,966	
% Variance by Plan					5.4%		18.2%		20.4%		10.8%	
% Total Variance							15.7%				12.7%	

Dental

	CURRENT UnitedHealthcare				PROPOSED 2 Guardian				PROPOSED 3 Guardian			
	DHMO D1056		PPO P9442		DHMO N200		PPO		DHMO N200		PPO	
Benefits Comparison	In-Network		In-Network	Out-of-Network	In-Network		In-Network	Out-of-Network	In-Network		In-Network	Out-of-Network
Maximum Plan Pays Per Enrolled	N/A		\$3,000	\$3,000	N/A		\$2,500 plus Maximum Rollover			N/A		\$5,000 plus Maximum Rollover
Lifetime Orthodontic Maximum	\$2,641 Child / \$2,741 Adult		\$1,000 Child & Adult		\$2,145 Child / \$2,845 Adult		\$1,000 Child & Adult			\$2,145 Child / \$2,845 Adult		\$1,000 Child & Adult
Calendar/Policy Year Deductible	N/A		\$50/\$150		N/A		\$50/\$150			N/A		\$50/\$150
Coinsurance												
Preventive	N/A		100%	100%	N/A		100%	100%	N/A		100%	100%
Basic	N/A		100%	100%	N/A		100%	100%	N/A		100%	100%
Major	N/A		60%	60%	N/A		60%	60%	N/A		60%	60%
Orthodontia	N/A		60%	60%	N/A		60%	60%	N/A		60%	60%
Benefits Based on	Fee Schedule		Contracted Rates	80th Percentile	Contracted Rates		Contracted Rates	80th Percentile	Contracted Rates		Contracted Rates	80th Percentile
Balance Billing	N/A		None	Yes	No		No	Yes	No		No	Yes
Deductible Waived for Preventive Services	N/A		Yes		Yes		Yes			Yes		Yes
Maximum Rollover							\$1,500					\$1,500
Schedule of Benefits												
Routine Exams 0120	No Charge		100%	100%	No Charge		100%	100%	No Charge		100%	100%
Cleaning 1110	No Charge		100%	100%	No Charge		100%	100%	No Charge		100%	100%
X-Rays Full Mouth 0210	No Charge		100%	100%	No Charge		100%	100%	No Charge		100%	100%
Simple Extractions 7140	\$10		100%	100%	\$20		100%	100%	\$20		100%	100%
Root Canal 3330	\$210		100%	100%	\$195		100%	100%	\$195		100%	100%
Periodontal Scaling & Root Planning 4341	\$36 per quad		100%	100%	\$55 per quad		100%	100%	\$55 per quad		100%	100%
Crowns 2740	\$195		60%	60%	\$450		60%	60%	\$450		60%	60%
Dentures Full or Partial 5110	\$210		60%	60%	\$550		60%	60%	\$550		60%	60%
*Coinsurance based on complexity of procedure												
Policy Provisions												
Waiting Periods	None		None				None					None
Minimum Participation Requirement							100%			No participation requirements		100%
Rate Guarantee	Until 10/01/2024		Until 10/01/2024		24 Months		24 Months			24 Months		24 Months
Cost Comparison					Contributory		Non-Contributory			Contributory		Non-Contributory
Monthly Premium	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment
Employee	\$12.80	24	\$43.83	23	\$14.12	24	\$47.34	23	\$14.12	24	\$48.57	23
Employee + Spouse	\$22.40	4	\$87.65	6	\$28.22	4	\$96.11	6	\$28.22	4	\$98.59	6
Employee + Child(ren)	\$27.74	8	\$96.48	7	\$30.83	8	\$104.68	7	\$30.83	8	\$106.86	7
Employee + Family	\$35.20	9	\$147.34	11	\$47.58	9	\$162.27	11	\$47.58	9	\$165.86	11
Enrollment Totals		45		47		45		47		45		47
Monthly Premium	\$936		\$3,830		\$1,127		\$4,183			\$1,127		\$4,281
Total Monthly Premium			\$4,766				\$5,310					\$5,408
\$ Variance					\$191		\$353			\$191		\$451
Annual Premium	\$11,226		\$45,961		\$13,519		\$50,199			\$13,519		\$51,374
Total Annual Premium			\$57,187				\$63,718					\$64,893
\$ Variance					\$2,293		\$4,237			\$2,293		\$5,412
% Variance by Plan					20.4%		9.2%			20.4%		11.8%
% Total Variance							11.4%					13.5%

Town of Bay Harbor Islands

Dental

	CURRENT UnitedHealthcare				PROPOSED Humana			
	DHMO D1056		PPO P9442		DHMO HS190 OR		PPO	
Benefits Comparison	In-Network		In-Network	Out-of-Network	In-Network		In-Network	Out-of-Network
Maximum Plan Pays Per Enrolled	N/A		\$3,000	\$3,000	N/A		Unlimited	
Lifetime Orthodontic Maximum	\$2,641 Child / \$2,741 Adult		\$1,000 Child & Adult		\$2,235 Child & Adult		\$1,000 Child & Adult	
Calendar/Policy Year Deductible	N/A		\$50/\$150		N/A		\$50/\$150	
Coinsurance								
Preventive	N/A		100%	100%	N/A		100%	100%
Basic	N/A		100%	100%	N/A		100%	80%
Major	N/A		60%	60%	N/A		60%	50%
Orthodontia	N/A		60%	60%	N/A		50%	50%
Benefits Based on	Fee Schedule		Contracted Rates	80th Percentile	Contracted Rates		Contracted Rates	MAC
Balance Billing	N/A		None	Yes	No		No	Yes
Deductible Waived for Preventive Services	N/A		Yes		Yes		Yes	
Maximum Rollover							\$1,500	
Schedule of Benefits								
Routine Exams 0120	No Charge		100%	100%	No Charge		100%	100%
Cleaning 1110	No Charge		100%	100%	No Charge		100%	100%
X-Rays Full Mouth 0210	No Charge		100%	100%	No Charge		100%	100%
Simple Extractions 7140	\$10		100%	100%	\$15		100%	80%
Root Canal 3330	\$210		100%	100%	\$190		100%	80%
Periodontal Scaling & Root Planning 4341	\$36 per quad		100%	100%	\$30 per quad		100%	80%
Crowns 2740	\$195		60%	60%	\$220		60%	50%
Dentures Full or Partial 5110	\$210		60%	60%	\$205		60%	50%
*Coinsurance based on complexity of procedure								
Policy Provisions								
Waiting Periods	None		None				None	
Minimum Participation Requirement					No participation requirements			
Rate Guarantee	Until 10/01/2024		Until 10/01/2024		24 Months		24 Months	
Cost Comparison					Contributory		Contributory	
Monthly Premium	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment
Employee	\$12.80	24	\$43.83	23	\$13.55	24	\$41.03	23
Employee + Spouse	\$22.40	4	\$87.65	6	\$27.09	4	\$82.06	6
Employee + Child(ren)	\$27.74	8	\$96.48	7	\$30.48	8	\$110.10	7
Employee + Family	\$35.20	9	\$147.34	11	\$49.04	9	\$152.64	11
Enrollment Totals		45		47		45		47
Monthly Premium	\$936		\$3,830		\$1,119		\$3,886	
Total Monthly Premium			\$4,766				\$5,005	
\$ Variance					\$183		\$56	
Annual Premium	\$11,226		\$45,961		\$13,425		\$46,629	
Total Annual Premium			\$57,187				\$60,055	
\$ Variance					\$2,199		\$668	
% Variance by Plan					19.6%		1.5%	
% Total Variance					5.0%			

Vision

	CURRENT UnitedHealthcare S1072		Renewal UnitedHealthcare S1072		PROPOSED Florida Blue Plan 4	
In-Network Benefits Comparison						
Annual Vision Exam	\$10		\$10		\$10	
Lenses						
Single, Bifocal & Trifocal Lenses	\$25		\$25		\$20	
Progressive Lenses					\$50 Standard	
Frame	\$130 allowance + 30% discount over		\$130 allowance + 30% discount over		\$130 allowance + 20% discount over	
Contact Lenses						
Contact Lens Exam & Fitting	\$40		\$40		\$20	
Elective Contact Lenses <i>In lieu of lenses/frames</i>	\$125 allowance		\$125 allowance		Up to \$130 + 15% discount over	
Available Discounts						
Laser Vision Correction	Discounted		Discounted			
Out-of-Network Benefits Comparison	Reimbursement up to		Reimbursement up to		Reimbursement up to	
Vision Examination	\$40		\$40		\$40	
Single Lenses	\$40		\$40		\$40	
Bifocal Lenses	\$60		\$60		\$60	
Trifocal Lenses	\$80		\$80		\$80	
Frame	\$45		\$45		\$50	
Medically Necessary Contact Lenses	\$210		\$210		\$225	
Elective Contact Lenses <i>In lieu of lenses/frames</i>	\$100		\$100		\$105	
Benefit Frequency						
Exams	12 Months		12 Months		12 months	
Lenses/Contacts	12 Months		12 Months		12 months	
Frames	12 Months		12 Months		12 months	
Policy Provisions						
Minimum Participation Requirement					4 enrolled	
Rate Guarantee	Until 10/01/2024		24 Months		12 months	
Cost Comparison					Voluntary	
Monthly Premium	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment
Employee	\$4.84	29	\$4.84	29	\$8.92	29
Employee + Spouse	\$9.17	6	\$9.17	6	\$16.07	6
Employee + Child(ren)	\$10.76	11	\$10.76	11	\$16.98	11
Employee + Family	\$15.16	14	\$15.16	14	\$26.81	14
Enrollment Totals		60		60		60
Total Monthly Premium	\$526		\$526		\$917	
\$ Variance			\$0		\$391	
Total Annual Premium	\$6,312		\$6,312		\$11,007	
\$ Variance			\$0		\$4,695	
% Total Variance			0.0%		74.4%	

Vision

	CURRENT UnitedHealthcare S1072		PROPOSED Cigna C1 PPO Comprehensive Plan		PROPOSED Guardian Full Feature - Choice C	
In-Network Benefits Comparison			EyeMed		VSP	
Annual Vision Exam	\$10		\$10		\$10	
Lenses						
Single, Bifocal & Trifocal Lenses	\$25		\$25		\$25	
Progressive Lenses			\$65 Standard		\$55 Standard	
Frame	\$130 allowance + 30% discount over		\$130 allowance + 20% discount over		\$130 allowance + 20% discount over	
Contact Lenses						
Contact Lens Exam & Fitting	\$40		\$40		Included in the Contact Lens Allowance. 15% discount on the fee.	
Elective Contact Lenses <i>In lieu of lenses/frames</i>	\$125 allowance		\$120		\$130	
Available Discounts						
Laser Vision Correction	Discounted					
Out-of-Network Benefits Comparison	Reimbursement up to		Reimbursement up to		Reimbursement up to	
Vision Examination	\$40		\$45		\$39	
Single Lenses	\$40		\$40		\$23	
Bifocal Lenses	\$60		\$65		\$37	
Trifocal Lenses	\$80		\$75		\$49	
Frame	\$45		\$71		\$46	
Medically Necessary Contact Lenses	\$210		\$210		\$210	
Elective Contact Lenses <i>In lieu of lenses/frames</i>	\$100		\$100		\$100	
Benefit Frequency						
Exams	12 Months		12 months		12 months	
Lenses/Contacts	12 Months		12 months		12 months	
Frames	12 Months		12 months		12 months	
Policy Provisions			When Sold with Dental			
Minimum Participation Requirement			15%		57%	
Rate Guarantee	Until 10/01/2024		24 Months		24 Months	
Cost Comparison			Voluntary		Contributory	
Monthly Premium	Cost	Current Enrollment	Cost	Current Enrollment	Cost	Current Enrollment
Employee	\$4.84	29	\$5.92	29	\$7.09	29
Employee + Spouse	\$9.17	6	\$11.22	6	\$13.43	6
Employee + Child(ren)	\$10.76	11	\$13.16	11	\$13.68	11
Employee + Family	\$15.16	14	\$18.55	14	\$21.66	14
Enrollment Totals		60		60		60
Total Monthly Premium	\$526		\$643		\$740	
\$ Variance			\$117		\$214	
Total Annual Premium	\$6,312		\$7,722		\$8,879	
\$ Variance			\$1,410		\$2,567	
% Total Variance			22.3%		40.7%	

Vision

	CURRENT UnitedHealthcare S1072		PROPOSED Humana Humana Vision 130	
In-Network Benefits Comparison			EyeMed	
Annual Vision Exam	\$10		\$10	
Lenses				
Single, Bifocal & Trifocal Lenses	\$25		\$15	
Progressive Lenses			Standard \$15 (add-on to bifocal)	
Frame	\$130 allowance + 30% discount over		\$130 allowance + 20% discount over	
Contact Lenses				
Contact Lens Exam & Fitting	\$40		\$40	
Elective Contact Lenses <i>In lieu of lenses/frames</i>	\$125 allowance		\$130	
Available Discounts				
Laser Vision Correction	Discounted			
Out-of-Network Benefits Comparison	Reimbursement up to		Reimbursement up to	
Vision Examination	\$40		\$30	
Single Lenses	\$40		\$25	
Bifocal Lenses	\$60		\$40	
Trifocal Lenses	\$80		\$60	
Frame	\$45		\$65	
Medically Necessary Contact Lenses	\$210		\$200	
Elective Contact Lenses <i>In lieu of lenses/frames</i>	\$100		\$104	
Benefit Frequency				
Exams	12 Months		12 months	
Lenses/Contacts	12 Months		12 months	
Frames	12 Months		12 months	
Policy Provisions				
Minimum Participation Requirement			50%	
Rate Guarantee	Until 10/01/2024		24 Months	
Cost Comparison			Contributory	
Monthly Premium	Cost	Current Enrollment	Cost	Current Enrollment
Employee	\$4.84	29	\$5.93	29
Employee + Spouse	\$9.17	6	\$11.86	6
Employee + Child(ren)	\$10.76	11	\$11.22	11
Employee + Family	\$15.16	14	\$17.66	14
Enrollment Totals		60		60
Total Monthly Premium	\$526		\$614	
\$ Variance			\$88	
Total Annual Premium	\$6,312		\$7,365	
\$ Variance			\$1,054	
% Total Variance			16.7%	

Group Life Insurance

	CURRENT MetLife	RENEWAL MetLife
Schedule of Benefits		
Class Description	All Eligible Employees Actively at Work	All Eligible Employees Actively at Work
Employee Life Amount	1 x pay to a maximum of \$200,000	1 x pay to a maximum of \$200,000
Employee AD&D Amount	1 x pay to a maximum of \$200,000	1 x pay to a maximum of \$200,000
Maximum Benefit	\$200,000 Employees / \$10,000 Retirees	\$200,000 Employees / \$10,000 Retirees
Guarantee Issue	\$200,000	\$200,000
Reduction of Benefits	Reduces by	Reduces by
at age 65		
at age 70	50%	50%
at age 75		
Policy Provisions		
Actively at Work	Included	Included
Waiver of Premium	Included	Included
Portability	Included	Included
Conversion Privilege	Included	Included
Accelerated Benefit	Included	Included
Employer Contribution	100%	100%
Minimum Participation Requirement	100%	100%
Rate Guarantee	Until 9/01/2024	12 Months
Estimated Rates & Volume		
Estimated Life Rate per \$1,000 of Coverage	\$0.267	\$0.299
Estimated AD&D Rate per \$1,000 Coverage	\$0.020	\$0.020
Estimated Life Volume	\$7,028,000	\$7,028,000
Estimated AD&D Volume	\$7,028,000	\$7,028,000
Estimated Monthly Premium	\$2,017	\$2,242
Estimated Annual Premium	\$24,204	\$26,903
\$ Variance		\$2,699
% Variance to Current		11.15%

As per IRS Section 79:

- Premiums paid by employers to fund group insurance in excess of \$50,000 are taxable income to employees.
- Employer-paid premiums for spouse or dependent life insurance with a face amount in excess of \$2,000 are also considered taxable income to the employee.
- Consult with your tax advisor to ensure compliance with Section 79.
- If the disability carrier is not the same as the life carrier, the employer needs to file the waiver of premium with the life carrier if an employee qualifies for disability.

Active at work requirement: Employees not "actively at work" on the 1st day of coverage will remain covered under the prior carrier until they meet the "active at work requirement" under the new carrier.

Voluntary Life Insurance

	CURRENT MetLife		RENEWAL MetLife	
Schedule of Benefits				
Class Description	All Eligible Employees		All Eligible Employees	
Employee				
Minimum Benefit Amount	\$10,000		\$10,000	
Maximum Benefit Amount	Up to \$500,000 not to exceed 5x annual earnings		Up to \$500,000 not to exceed 5x annual earnings	
Increments	\$10,000		\$10,000	
Guarantee Issue (GI)	\$150,000		\$150,000	
Reduction of Benefits	Reduces by		Reduces by	
at age 65				
at age 70				
at age 75				
Spouse				
Minimum Benefit Amount	\$5,000		\$5,000	
Maximum Benefit Amount	Up to \$100,000 not to exceed 50% of employee's amount		Up to \$100,000 not to exceed 50% of employee's amount	
Increments	\$5,000		\$5,000	
Guarantee Issue (GI)	\$25,000		\$25,000	
Child(ren)				
Minimum Benefit Amount	\$100		\$100	
Maximum Benefit Amount	\$10,000		\$10,000	
Guarantee Issue (GI)	\$10,000		\$10,000	
Benefit Schedule	0 - 14 days	\$0	0 - 14 days	\$0
	15 days - 6 mo	\$100	15 days - 6 mo	\$100
	6 months - age 19 (26 if FT student)	Option of \$1,000, \$2,000, \$4,000, \$5,000 or \$10,000	6 months - age 19 (26 if FT student)	Option of \$1,000, \$2,000, \$4,000, \$5,000 or \$10,000
Policy Provisions				
Actively at Work	Included		Included	
Waiver of Premium				
Portability	Included		Included	
Conversion	Included		Included	
Accelerated Death Benefit	80% to \$400,000		80% to \$400,000	
Minimum Participation Requirement	Greater of 25% or 10 enrolled		Greater of 25% or 10 enrolled	
Rate Guarantee	Expires 1/31/2024		20 Months (9/30/2025)	
Estimated Rates	Life Rate/\$1,000		Life Rate/\$1,000	
Age	Employee	Spouse	Employee	Spouse
<24	\$0.072	\$0.072	\$0.072	\$0.072
25-29	\$0.072	\$0.072	\$0.072	\$0.072
30-34	\$0.096	\$0.096	\$0.096	\$0.096
35-39	\$0.108	\$0.108	\$0.108	\$0.108
40-44	\$0.146	\$0.146	\$0.146	\$0.146
45-49	\$0.224	\$0.224	\$0.224	\$0.224
50-54	\$0.360	\$0.360	\$0.360	\$0.360
55-59	\$0.553	\$0.553	\$0.553	\$0.553
60-64	\$0.823	\$0.823	\$0.823	\$0.823
65-69	\$1.524	\$1.524	\$1.524	\$1.524
70-74	\$2.472	\$2.472	\$2.472	\$2.472
75+	\$2.472	\$2.472	\$2.472	\$2.472
Spouse's rate based upon	Employee's Age		Employee's Age	
AD&D rate per \$1,000 of coverage				
Employee	\$0.021		\$0.021	
Spouse	\$0.021		\$0.021	
Children	\$0.051		\$0.051	
Child(ren) Life rate per \$1,000 of coverage	\$0.240		\$0.240	

If the disability carrier is not the same as the life carrier, the employer needs to file the waiver of premium with the life carrier if an employee qualifies for disability.

Active at work requirement: Employees not "actively at work" on the 1st day of coverage will remain covered under the prior carrier until they meet the "active at work requirement" under the new carrier.

Short-Term Disability

	CURRENT MetLife Group Short-Term Disability	RENEWAL MetLife Group Short-Term Disability
Schedule of Benefits		
Class Description	All Eligible Employees Actively at Work	All Eligible Employees Actively at Work
Benefit Amount		
Benefit Percentage	60%	60%
Maximum Weekly Benefit	\$1,250	\$1,250
Elimination Period	Benefits Begin on	Benefits Begin on
Accident	14 days 15th day	14 days 15th day
Illness	14 days 15th day	14 days 15th day
Payable Benefit Period		
Accident	11 weeks	11 weeks
Illness	11 weeks	11 weeks
Earnings Definition	Basic earnings only	Basic earnings only
Policy Provisions		
Pre-Existing Condition Limitation	None	None
Employer Contribution	100%	100%
Participation Requirement	100%	100%
Rate Guarantee	Expires 9/30/2024	12 Months
Other Policy Provisions		
Actively at Work	Included	Included
Estimated Rates & Volume		
Rate per \$10 of Weekly Benefit	\$0.170	\$0.190
Estimated Volume	\$69,670	\$69,670
Estimated Monthly Premium	\$1,184	\$1,324
Estimated Annual Premium	\$14,213	\$15,885
\$ Variance		\$1,672
% Variance to Current		11.76%

Premium Calculation:

Annual Salary / 52 =	Weekly Salary
Weekly Salary * Benefit Percentage	Weekly Benefit
Weekly Benefit / \$10 * Benefit Rate	Monthly Premium

If the disability carrier is not the same as the life carrier, the employer needs to file the waiver of premium with the life carrier if an employee qualifies for disability.

Active at work requirement: Employees not "actively at work" on the 1st day of coverage will remain covered under the prior carrier until they meet the "active at work requirement" under the new carrier.

Long-Term Disability

	CURRENT MetLife Group Long-Term Disability		RENEWAL MetLife Group Long-Term Disability	
Schedule of Benefits				
Class Description	Public Safety Members	All Eligible Employees Actively at Work	Public Safety Members	All Eligible Employees Actively at Work
Benefit Amount				
Benefit Percentage	66.67%		66.67%	
Maximum Monthly Benefit	\$8,000	\$6,000	\$8,000	\$6,000
Elimination Period	90 Days		90 Days	
Benefit Duration	RBD w/ SSNRA		RBD w/ SSNRA	
Own Occupation	Any Occupation	36 Months	Any Occupation	36 Months
Earnings Definition	Basic earnings only		Basic earnings only	
Policy Provisions				
Pre-Existing Condition Limitation	3/12		3/12	
Employer Contribution	100%		100%	
Participation Requirement	100%		100%	
Rate Guarantee	Expires 9/30/2024		12 Months	
Limitations				
Mental Illness Limitation	24 Months		24 Months	
Substance Abuse Limitation	24 Months		24 Months	
Other Policy Provisions				
Actively at Work	Included		Included	
Waiver of Premium	Included		Included	
Reasonable Accommodation	Included		Included	
Return to Work Incentive	Included		Included	
Survivor Income Benefit	Included		Included	
Estimated Rates & Volume				
Rate per \$100 of Covered Payroll	\$0.402		\$0.472	
Estimated Volume	\$510,297		\$510,297	
Estimated Monthly Premium	\$2,051		\$2,409	
Estimated Annual Premium	\$24,617		\$28,903	
\$ Variance			\$4,286	
% Variance to Current			17.41%	

Premium Calculation:

Annual Salary / 12 = Monthly Salary
Monthly Salary / \$100 * Benefit Rate = Monthly Premium

If the disability carrier is not the same as the life carrier, the employer needs to file the waiver of premium with the life carrier if an employee qualifies for disability.

Active at work requirement: Employees not "actively at work" on the 1st day of coverage will remain covered under the prior carrier until they meet the "active at work requirement" under the new carrier.

Maria Panizo

From: Contour Intake <seselectpresale@cigna.com>
Sent: Wednesday, August 21, 2024 10:54 PM
To: Maria Panizo
Cc: daniel.imme@cignahealthcare.com; Candice.May@CignaHealthcare.com
Subject: Cigna OP-5522863 The Town of Bay Harbor Islands 10-01-2024 - Response To Your Inquiry DTQ ASO (RFP-2024-33033)

[External]

Dear Maria Panizo:

Thank you for considering Cigna HealthCare for **The Town of Bay Harbor Islands** . Based upon our evaluation of the information provided with your request for proposal, we do not believe that we can offer a competitive proposal. Therefore, we respectfully decline to offer a quote at this time. We appreciate being given the opportunity to review your request for a proposal and we look forward to working with you on future prospects. Please do not hesitate to contact Cigna if you have any questions.

Sincerely,
Daniel Imme

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Please do not delete this line from the email to ensure prompt response: RFP Work Item Case # RFP-2024-33033 |

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TO: Brown and Brown of Florida Inc

FROM: Lincoln Financial Group

DATE: August 22, 2024

RE: Town of Bay Harbor Island

Thank you for giving Lincoln Financial Group Insurance Company the opportunity to review the specifications for the above group.

Unfortunately, we are unable to offer a proposal for this very important client due to group demographics.

It is with much regret our response is unfavorable; however, please keep us in mind for future cases.

Again, thank you very much for thinking of us.

**Lincoln Financial Group
Abe Falkowitz
Senior Account Director
954 599-5243**

Maria Panizo

From: liz.burke@mutualofomaha.com
Sent: Friday, August 9, 2024 1:54 PM
To: Maria Panizo
Cc: RJ.Gray@mutualofomaha.com
Subject: Town of Bay Harbor Islands

[External]

Happy Friday Maria!

We appreciate the opportunity to work with you on the above-mentioned group. Unfortunately, we will not be releasing a quote as we cannot match current plan designs and provide savings to the group.

Thanks you!

Liz Burke

Sales Analyst | South Florida Group Office
2400 E. Commercial Blvd, Suite 825
Fort Lauderdale, FL 33308

Phone 954-626-5208

E-Mail liz.burke@mutualofomaha.com

NEW RFP E-mail Inbox: SouthFloridaRFP@MutualofOmaha.com

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Phone: (800) 769-7159 (8 AM – 8 PM EST)

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Maria Panizo

From: Athena Gray <Athena.Gray@standard.com>
Sent: Tuesday, August 20, 2024 2:04 PM
To: Maria Panizo; Jacqueline Accetta
Cc: Samantha Graveline; Dani Bueno
Subject: RE: Town of Bay Harbor Island RFP - 10/1/2024 Renewal Standard - Decline to Quote

[External]

Thank you so much for the opportunity to provide a proposal on the above group. Unfortunately, due to uncompetitive rates on all requested lines, we will be declining to release an offer at this time.

We look forward to future opportunities!

I am here to support you and create an excellent experience in doing business with The Standard. Please [click here](#) to take a quick 2 to 3 minute survey to let me know how I am doing.

Athena Gray | Sales Analyst, Employee Benefits

The Standard
Standard Insurance Company
4300 W. Cypress St., Suite 750 | Tampa, FL 33607
Phone 813.878.0288 | Cell 813.422.2755
standard.com



From: Maria Panizo <Maria.Panizo@bbrown.com>
Sent: Tuesday, August 6, 2024 2:26 PM
To: Jacqueline Accetta <Jacqueline.Accetta@standard.com>
Cc: Athena Gray <Athena.Gray@standard.com>; Miami Office <MiamiOffice@standard.com>; Samantha Graveline <Samantha.Graveline@bbrown.com>; Dani Bueno <daniela.bueno@bbrown.com>
Subject: [External] Town of Bay Harbor Island RFP - 10/1/2024 Renewal Standard - SECML

Good Afternoon Jackie,

Maria Panizo

From: Teresa Mancini <Teresa.Mancini@sunlife.com>
Sent: Tuesday, August 20, 2024 2:20 PM
To: Maria Panizo
Cc: Carissa Emile
Subject: Town of Bay Harbor Island

[External]

Maria,

Thank you for contacting Sun Life Financial about your group: **Town of Bay Harbor Island.**

Unfortunately, after careful review, we are not able to provide you with a quote for coverage due to uncompetitive rate.

We appreciate the opportunity to quote this group and please feel free to contact Carissa Emile or me with any questions you may have.

Sincerely,

Teresa Mancini
Employee Benefits Internal Specialist

Teresa Mancini | Employee Benefits Internal Specialist | Prospect Center Internal Support, New Business Quoting
T: (860) 737-1276 | Teresa.mancini@sunlife.com
One Financial Plaza, 755 Main St., Hartford CT 06102



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Maria Panizo

From: Mancini, Stefano <SMancini@UNUM.COM>
Sent: Monday, August 19, 2024 6:38 PM
To: Maria Panizo
Cc: Samantha Graveline; Dani Bueno
Subject: RE: Town of Bay Harbor Island RFP - 10/1/2024 Renewal Unum

[External]

Hi Maria,

I hope you had a nice weekend. Thank you for including Unum in the marketing. Please note that Unum will not be providing a quote for Town of Bay Harbor Island – I will have a formal DTQ letter generated and sent over.

Please let me know if you have any questions or if you would like to discuss further.

Thank you,

Stefano Mancini

 | Senior Account Executive | Florida

Mobile: 207.615.9248 | E-mail: smancini@unum.com

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HR CONNECT

From: Maria Panizo <Maria.Panizo@bbrown.com>
Sent: Monday, August 19, 2024 3:50 PM
To: Mancini, Stefano <SMancini@UNUM.COM>
Cc: Samantha Graveline <Samantha.Graveline@bbrown.com>; Dani Bueno <daniela.bueno@bbrown.com>
Subject: RE: Town of Bay Harbor Island RFP - 10/1/2024 Renewal Unum

This Message Is From an External Sender

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Stefano,

This is a friendly reminder that the due date on this RFP is tomorrow and we have not yet received your response. If not quoting, please send over your formal decline letter for our records.

Thank you,

Maria E. Panizo

Market Analyst

EMERGENT PLUS MEMBERSHIP BENEFITS

\$14 per month

Emergent Air Transportation



In the event of a serious medical emergency, Members have access to emergency air transportation into a medical facility or between medical facilities. Please see your Member Services Agreement for the complete terms, conditions and limitations of this benefit.

Emergent Ground Transportation



In the event of a serious medical emergency, Members have access to emergency ground transportation into a medical facility or between medical facilities. Please see your Member Services Agreement for the complete terms, conditions and limitations of this benefit.

Non-Emergent Inter-Facility Transportation



In the event that a member is in stable condition in a medical facility but requires a heightened level of care that is not available at their current medical facility, Members have access to non-emergent air or ground transportation between medical facilities. Please see your Member Services Agreement for the complete terms, conditions, and limitations of this benefit.

Repatriation/Recuperation



In the event that a Member is hospitalized more than 100-miles from their home, Members have access to air or ground medical transportation into a medical facility closer to Member's home for the purposes of recuperation. Please see your Member Services Agreement for the complete terms, conditions and limitations of this benefit.

Did You Know?

16-Million people are sent to the emergency room through a ground or air ambulance every year.*

Insurance companies typically **DO NOT** cover all air and ground ambulance expenses which can result in a bill in excess of \$60,000.

Emergent
Ground Ambulance
transports can cost
as much as

\$5,000



Non-Emergent
Air Medical
transports can cost
more than

\$20,000



Emergent
Air Ambulance
transports often cost
more than

\$60,000



MASA MTS PROVIDES ULTIMATE PEACE OF MIND

Trust MASA MTS to provide you and your family peace of mind against the financial burden of medical transport bills by enrolling in a MASA MTS membership at an affordable **GROUP RATE**.

*SOURCE: National Hospital Ambulatory Medical Care Survey

The descriptions of the services offered by MASA are for marketing purposes only and do not represent the terms and conditions contained within each applicable Member Services Agreement. Please review the applicable Member Services Agreement for the completed terms and conditions of any service offered by MASA.



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- 1 Add value to your benefits package with no cost or admin burden.
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- 3 Increase company morale throughout the entire year.

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- ✓ Spot will create a unique, co-branded link for your organization along with marketing materials to distribute.
- ✓ Employees will visit the link where they can customize their plan for their pets' needs and budget.
- ✓ Employees receive discounted rates and pay Spot directly using their debit/credit card or bank account information.

Up to 20% Discount

Employees receive a 10% employee discount on their first pet*, plus another 10% off any additional pets!

*Not eligible for residents of TN or HI

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-  **Accident & Illness**
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- ✓ **Deductible**
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Policyholders have immediate access to a 24/7 helpline to speak with a veterinary expert.

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Devyn@Spotpet.com | 813.943.1643

How To Use Spot



No Networks

Visit Any Licensed Vet, Emergency Clinic or Specialist in the US.



Submit Your Claim

Send it in through our mobile app, online, by mail, or by fax.



Get Reimbursed

We can send a direct deposit or mail a check.

Welcome to Spot Pet Insurance

Fetch A Quote:
<https://spotpet.link/>

Why Pet Insurance

- 1** As a pet parent, you know how expensive vet visits can be.
- 2** Pet insurance is a financial safety net in case of accidents, injuries, illnesses and chronic conditions.
- 3** Spot pet insurance plans reimburse up to 90% of eligible vet bills.
- 4** Spot insurance plans offer thousands in coverage with options starting at less than a cup of coffee per day.

Top Rated Pet Insurance

Ranked #1 Best Pet Insurance Company by US News

Spot coverage helps you protect your pet in case of accidents, illnesses, and emergencies. With pet insurance from Spot, you can get coverage for surgery, cancer treatment, prescription medications, microchip implantation, X-rays, behavioral issues, dental disease as well as other conditions.

Up to 20% Discount

As a valued employee, you can get up to 20% off your policy (a 10% employee discount on all pets, plus another 10% off any additional pets)!

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Avoid overpaying for coverage you don't need. Customize the plan that is best for your pet and it could save you thousands on covered conditions. Spot offers up to 90% reimbursement and a range of annual limits to fit your budget.

24/7 Pet Tele-health Helpline

As a thank you for enrolling in Spot Pet Insurance, we provide you with immediate access to a 24/7 helpline to ask vets questions about pet health, behavior, and wellness. Get answers and reduce unnecessary vet visits during uncertain times.

30-Day Money Back Guarantee

We want you to be sure this is the right product for you and your furry friend! Give it a try, and if you change your mind within 30 days, get your money back.*

Fetch Your Free Quote Today!

*10% group employee discount on every pet, plus a 10% multi-pet discount on each additional pet. 30-day money-back guarantee is not available if claims have been covered. Not available in NY. Pre-existing conditions are not covered. Waiting periods, annual deductible, co-insurance, benefit limits and exclusions may apply. For all terms and conditions visit spotpetins.com/sample-policy. Preventive Care reimbursements are based on a schedule. Spot On Coverage reimbursements are based on the invoice. Products, schedules, discounts, and rates may vary and are subject to change. More information available at checkout. Insurance plans are underwritten by United States Fire Insurance Company. Insurance plans are marketed and produced by Spot Pet Insurance Services, LLC. (NPN # 19246385) © 2021 United States Fire Insurance Company. Copyright 2021, Spot Pet Insurance Services, LLC. All Rights Reserved. U03137-RA17. Paid Endorsement.

How It Works



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Send it in through our app, online, by mail, or by fax.



Get Reimbursed.

We can send a direct deposit or mail a check.





America’s Favorite Pet Insurance!

Get Peace Of Mind Today With Our Pet Coverage

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Spot plans help ensure your pet is covered from head-to-tail for unexpected accidents and injuries.

Illnesses

Spot plans cover exams for qualified illnesses and related treatment, including things like surgeries & medications.

Wellness

Spot’s optional Preventive Care plans focus on routine care and regular check-ups to help ensure their routine wellbeing.

We Take Care of Our Pack

-  Vet Exam Fees
-  Microchip Implantation
-  Diagnostics
-  Behavioral Issues
-  Unexpected Emergencies
-  X-rays & Tests
-  Dental Illnesses
-  Hereditary Conditions
-  Cancer & Growths
-  Surgery
-  Prescription Medications
-  And Much More...

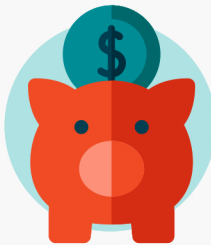
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AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 19.

ITEM: Consideration and Approval of an ordinance on Second Reading amending Section 5-23.01 of the Town Code regarding appointments to the Design Review Board. Sponsored by Council Member Eric Rappaport. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

To facilitate a smooth transition for the Design Review Board and other town boards and committees, the Town has established a standardized application process. This new procedure requires all prospective and current board members to complete a fresh application and submit their resumes via email to the Town Clerk. The goal of this approach is to streamline both the appointment and reappointment processes, thereby improving transparency and efficiency. By adopting this system, the Town of Bay Harbor Islands aims to better manage board memberships, ensure the selection of qualified individuals, and address previous concerns about board composition and oversight.

The Town has made significant changes to enhance the Design Review Board's functionality. The board's size will be reduced from seven to five members, all of whom must possess relevant professional experience. The quorum requirement has also been lowered to three members. These adjustments address past difficulties with meeting quorum and aim to streamline board operations. Additionally, a new application process requires applicants to submit an application, cover letter, and resume via email, promoting a more transparent and organized system for board appointments. These measures are intended to improve the board's effectiveness, ensure qualified and engaged members, and enhance overall governance to better serve the community. The ordinance was presented for its first reading on August 14, 2024, and was approved by the Town Council with minor adjustments, including a request for staff to remove alternatives for the Design Review Board. The Second Reading is scheduled for September 12, 2024.

Staff recommends that the Town Council consider the attached Ordinance amending Chapter 5, Article II, Section 5-23.01 entitled "Design Review Board Membership". This amendment aims to update the provisions related to the process of appointing the Design Review Board members and alternates.

PREVIOUS MEETING VOTE:

Mayor Joshua Fuller - No

Vice Mayor Isaac Salver - Yes

Council Member Stephanie Bruder - Absent

Council Member Teri D'Amico - Yes

Council Member Molly Diallo - Yes

Council Member Eric Rappaport - Yes

Council Member Robert Yaffe - Absent

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is no financial impact to amend the Code.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
 Eric Rappaport, Council Member

ATTACHMENTS

1.	Staff Memo for Council Agenda Items (Design Review Board) 2nd Reading
2.	Sec. 5-23.01. - Design review board membership 2nd Reading



**TOWN OF BAY HARBOR ISLANDS
BUILDING, PLANNING AND ZONING DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Interim Town Manager Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official
CC:	Joseph S. Geller, Esq., Consultant Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	September 12, 2024
SUBJECT:	Town of Bay Harbor Islands – Amending the Town’s Code of ordinances related to the Design Review Board.

RECOMMENDATION

Staff recommends that the Town Council approves the attached Ordinance amending Chapter 5, Article II, Section 5-23.01 entitle “Design Review Board Membership”. This amendment aims to update the provisions related to the process of appointing the Design Review Board members and alternates.

BACKGROUND

On September 10, 2012, the Town Council resigned from the Planning and Zoning Board to address conflicts of interest stemming from appeals of its decisions being reviewed by the same council members. The Planning and Zoning Board initially comprised seven (7) members: five (5) with expertise in fields such as engineering, architecture, land use and zoning law, city planning, or construction, and two (2) town residents without professional license requirements.

Legislation HB 401, enacted on July 1, 2021, reformed the Florida Building Code and amended Chapter 163, which regulates Land Development Regulations for single-family and duplex properties. The legislative amendments have sparked ongoing efforts to amend or repeal the new regulations to preserve local control over land development. In response to

these changes, which raised concerns among local governments, the Town Council directed staff to draft an ordinance incorporating suggestions, including renaming the Planning and Zoning Board to the Design Review Board. This change took effect on November 30, 2021.

ANALYSIS

Historically, the Town of Bay Harbor Islands has struggled to recruit seven (7) Design Review Board members with both professional qualifications and town residency. The current board comprises seven (7) members, with five (5) required to be employed full-time or have prior full-time experience in fields such as engineering, architecture, land use and zoning law, city planning, or construction, though residency is not required for these members. The remaining two (2) members must be town residents for at least one (1) year, but they do not need professional licenses or designations. Each member serves a two (2) year term unless they resign.

Over the past year, the Town Council has expressed concerns about the board's processes and regulations. Specifically, there is no formal application or reapplication process for board members, and there is a lack of oversight to ensure the board operates effectively. A review of the board's composition shows that, out of seven (7) members, six (6) are town residents, and all seven (7) have professional backgrounds. However, meeting attendance has been inconsistent, with an average of five (5) members attending the ten (10) scheduled meetings per year.

Comparative analysis of similar boards in neighboring towns—such as Surfside, Bal Harbour, and Sunny Isles Beach—reveals that their boards or committees are typically comprised solely of residents. For example, Bal Harbour's architectural review board has five (5) members, and Surfside's Planning and Zoning Board also consists of five (5) members.

To address these issues and enhance board functionality, the Town of Bay Harbor Islands has updated the ordinance to introduce more stringent professional requirements and reduce the board size from seven (7) to five (5) members with two (2) alternatives. This change aims to ensure that a quorum can be met more consistently, as demonstrated by the cancellation of a February 2023 meeting due to a lack of quorum. Additionally, a new advisory board application process has been developed to streamline the application and reapplication procedures.

EXECUTE

To ensure a smooth transition for the Design Review Board and other town boards and committees, the Town has introduced a standardized application process. This process requires all prospective and current board members to complete a new application and submit a copy of their resume. Applicants must email their completed application and resume to the Town Clerk.

This approach aims to streamline the appointment and reappointment process, enhancing transparency and efficiency. By implementing this application system, the Town of Bay Harbor Islands will better manage board memberships, ensure that qualified individuals are considered, and address past concerns about the board's composition and operational oversight.

CONCLUSION

The Town of Bay Harbor Islands has taken significant steps to address historical challenges with its Design Review Board and enhance its functionality. To resolve issues related to board member qualifications and attendance, the Town has restructured the board to consist of five (5) members, including those with relevant professional experience, while reducing the required quorum to three (3) members. This adjustment addresses previous difficulties in meeting quorum requirements and aims to streamline board operations. However, the Town Council had concerns about reducing the board from seven to five members and approved the first reading with some minor changes to eliminate the alternatives, ensuring that the board consists solely of the five members.

In response to feedback and observed inefficiencies, the Town has introduced a new application process for board positions. This process requires applicants to submit an application, cover letter, and resume via email, ensuring a more transparent and organized appointment system.

Overall, these measures will improve the effectiveness of the Design Review Board, ensure that members are well-qualified and engaged, and address concerns related to board operations and oversight. By implementing these changes, the Town of Bay Harbor Islands aims to enhance its governance, maintain high standards for board performance, and better serve its community. The ordinance was presented for its first reading on August 14, 2024, and was approved by the Town Council with minor adjustments, including a request for staff to remove alternatives for the Design Review Board. The Second Reading is scheduled for September 12, 2024.

FINANCIAL ANALYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1. Draft Ordinance
2. Application for Advisory Board/ Committee Appointments

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTIONS 5-23.01 OF THE TOWN'S CODE OF ORDINANCES AS RELATED TO THE DESIGN REVIEW BOARD; AMENDING CHAPTER 5 ENTITLED BUILDING AND CONSTRUCTION; AMENDING ARTICLE II ENTITLED DESIGN REVIEW BOARD; SECTIONS 5-23.01 ENTITLED DESIGN REVIEW BOARD MEMBERSHIP; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted the Design Review Board on September 10, 2021, to review and evaluate applications as to whether the designs of the new development, redevelopment and/or improvements within the town is compatible with existing development; and

WHEREAS, the Town of Bay Harbor Islands desires to amend the Town Code to update the regulations concerning the appointment of Board members; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and if felt to be appropriate amends the Town's Land Development Code regulations accordingly; and

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

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Sections 5-23.-01 related to the planning, design and zoning board approval, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: 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 4: 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 5: 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 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

its passage and adoption.

PASSED on First Reading this 14th day of August 2024.

PASSED on Second Reading this TBA.

JOSHUS D. FULLER

MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC

TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP

TOWN ATTORNEYS

BY: JOSEPH S. GELLER, ESQ.

EXHIBIT A

Sec. 5-23.01. - Design Review Board Membership.; ~~appointment; vacancies; terms; removal; meetings; officers; and quorum.~~

a) *Members.* ~~Effective November 30th, 2021, the planning and zoning board which heretofore existed, shall be retitled as the design review board consisting of seven members. Up to five of the members shall be presently employed full time or were employed full time in the field of engineering, architecture, land use and zoning law, city planning, construction, or any other field which substantially relates to the planning and development of real estate. The Design Review Board, formerly known as the Planning and Zoning Board until its renaming on November 30, 2021, shall be composed of five (5) members. This board serves in an advisory role to the Town Council. To apply, the following requirements must be met:~~

- 1) ~~Five (5) members~~ must meet at least one of the following criteria. They must be currently employed full-time in, or have been employed full-time in the past in:
 - i. Florida licensed PE or professional experience in engineer;
 - ii. Florida-licensed architect or professional experience in architecture;
 - iii. Florida-licensed attorney with professional experience in land use and zoning law;
 - iv. Certified planner (AICP) or professional experience in urban and regional planning;
 - v. Florida-licensed general contractor or a construction management professional, construction project manager, construction superintendent or construction estimator;
 - vi. Registered interior designer or professional experience in interior design;
 - vii. Florida-licensed landscape architect, arborist or professional experience in horticulture;
 - viii. Education and/or experience in sustainability and resiliency, which may include environmental science;
 - ix. Florida- licensed broker or real estate;
 - x. Other related profession.
- 2) ~~The professional two remaining~~ All members shall must be residents of the town for a minimum of one (1) year. ~~and they are not required to possess any professional license or professional designation.~~

- 3) Each member of the design review board shall serve for a two-year term unless they resign, are no longer able to serve, or are otherwise removed as set forth in subsection (d).
- b) ~~*Staggered board Term.*~~ The design review board shall be a staggered board. As such, as a one-time event in 2020, three of the seven appointed members appointed by the town council (who shall be selected randomly through a lottery type drawing") shall serve on the design review board for a one-year term. After the 2020 appointments, each member shall be appointed to serve on the design review board for two (2) year terms as set forth in subsection (a), above. Effective January 2025, the Design Review Board will transition to a non-staggered system where all board members will be appointed to serve two-year term. At the end of each term, all members must submit a new application to be considered for reappointment.
- c) ~~*Appointment to the Design Review Board.*~~ ~~Each Town council member shall submit one or more persons as candidates for consideration by the town council for appointment to the Design Review Board.~~ All candidates are required to complete the Town's advisory board/committee application. Both new candidates and current members seeking reappointment must submit the necessary documentation. Along with the completed application, candidates must provide a cover letter, a resume, and evidence of their professional qualifications. If applicable, candidates must also include their license number. The members of the Design Review Board shall be appointed by resolution by the Town Council. All application documents must be emailed to the Town Clerk before any deadline.
 - 1) The Town Council shall appoint five (5) board members by the majority vote of the Council present at the meeting. In order for a candidate to be appointed to the design review board, the candidate must meet the membership requirement of subsection (a) and must be approved by at least ~~five (5)~~ four (4) town council members, to act in an advisory capacity to the town council.
 - 2) The Town Council shall take into consideration a candidate's educational, technical, and professional experience. The candidate's profession, degrees, and training in engineering, architecture, planning, or other mobility safety matters shall be taken into consideration by the Town Council when appointing members.
- d) ~~*Vacancies.*~~ ~~Should a design review board member resign, lose the residency requirement of subsection (b), be removed pursuant to subsection (d), or otherwise~~

~~not be able to serve on the design review board for whatever reason, the member's vacancy shall be filled pursuant to subsection (b). In the event that a Design Review Board member resigns, fails to meet the residency requirement specified in subsection (b), is removed in accordance with subsection (e), or is otherwise unable to fulfill their duties, the Town Clerk shall issue a public notice to announce the vacancy. The Town Council shall then appoint a new member to fill the position by a majority vote of the Council members present at the meeting.~~

- e) *Removal of members.* The Town Council, upon vote of at least ~~five (5)~~ four (4) Council members, may remove any Design Review Board member, with or without cause, at any time. ~~Any member who misses three (3) consecutive regularly scheduled design review board meetings or misses five (5) meetings in any 12-month period may be removed from the design review board.~~
- f) *Meetings.* One regularly scheduled Design Review Board meeting shall be scheduled monthly, in the evening on the first Tuesday of every month, or, if a different meeting date is deemed necessary, then the meeting can be rescheduled to a date to be selected by the board chair or the town manager, except that no regularly scheduled meetings shall be held in the months of July and December. If additional meeting(s) are desired, the chairperson, or ~~at least~~ a minimum of two (2) members of the board, or the mayor, or ~~at least a minimum of two (2)~~ Town Council members, may request a meeting, subject to availability and approval by a majority of the board members. The Town Clerk shall be responsible for publishing public notice of all Design Review Board meetings.
 - 1) No item may be discussed for longer than 45 minutes ~~absent a successful~~ without a motion to extend the time for discussion time, which shall be done only in increments not to exceed 15 minutes.
 - 2) Meetings of the Design Review Board shall conclude by 11:00 p.m., provided that any item which has begun to be heard by the board before 11:00 p.m. shall be allowed to proceed until there is a board vote on the item (subject to the 45 minutes limit established above). Any unfinished business shall be deferred to the next meeting.
 - 3) There will be a two (2) minute time limit for each speaker during public comments.
- g) *Officers.* One member shall be elected by the Design Review Board as chairperson. One member shall be elected by the Design Review Board as vice-chairperson. The chairperson and vice-chairperson shall serve a term of one (1) year. A new election shall occur at the conclusion of the one (1) year term. In the event that the chairperson position becomes vacant within the one-year term, the vice-chairperson shall be appointed as chairperson for the duration of the prior chairperson's term and

the Design Review Board shall elect a member to the vice-chairperson position for the duration of the prior vice-chairperson's term. The chairperson shall preside at overall Design and Review Board meetings. In the chairperson's absence, the vice-chairperson shall preside. The ~~chairperson~~ Town Clerk shall submit ~~any and all~~ reports and recommendations of the Design Review Board to the Town Council, at the following month's Council meeting. ~~The town shall provide a secretary for the design review board, and~~ The Town Clerk shall be the custodian of all records, books, and journals of the design review board.

- h) *Quorum.* ~~Four~~ Three (3) present members shall constitute a quorum.
- i) *Attendance.* Any members who miss three (3) consecutive regularly scheduled Design Review Board meetings or miss five (5) meetings in any twelve (12) month period may be removed from the design review board.
- j) [Rules, regulations.] The Town Council shall promulgate such rules and regulations as may be reasonably necessary to govern the operations of the design review board in the performance of its duties. Proper public meeting decorum shall occur, with respect for landowners, developers, board members, speakers and design professionals. In the absence of contrary rules approved by the town as to any matter, Robert's Rules of Order, Newly Revised, shall govern.

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 20.

ITEM: Consideration and Approval of an ordinance on Second Reading amending Chapter 15 of the Town Code, by adding Section 15-2 regarding appointments to the Parks & Recreation Committee. Sponsored by Council Member Eric Rappaport. Enclosed is the proposed ordinance.

DESCRIPTION:

To facilitate a smooth transition for the Parks and Recreation Committee and other town boards and committees, the Town has established a standardized application process. This new procedure requires all prospective and current board members to complete a fresh application and submit it via email to the Town Clerk. The goal of this approach is to streamline both the appointment and reappointment processes, thereby improving transparency and efficiency. By adopting this system, the Town of Bay Harbor Islands aims to better manage board memberships, ensure the selection of qualified individuals, and address previous concerns about board composition and oversight.

The new ordinance will establish four (4) mandatory quarterly meetings each year, ensuring better planning and quorum consistency. It will set the Committee's size at five (5) members and two (2) alternates, with specific residency requirements and two-year terms. This restructuring is intended to improve the Committee's effectiveness and align its operations with the Town Code, thereby supporting the Town Council's goal of promoting public welfare. The ordinance was presented for its first reading on August 14, 2024, and was approved by the Town Council with no changes. The Second Reading is scheduled for September 12, 2024.

Staff recommends that the Town Council consider the attached Ordinance amending Chapter 15, Article I, Section 15-2 to be retitled from "Reserved" to "Parks and Recreation Committee". This amendment aims to update the provisions related to the process of appointing the Parks and Recreation Committee members and alternates.

PREVIOUS MEETING VOTE:

Mayor Joshua Fuller - Yes
Vice Mayor Isaac Salver - Yes
Council Member Stephanie Bruder - Absent
Council Member Teri D'Amico - Yes
Council Member Molly Diallo - Yes
Council Member Eric Rappaport - Yes
Council Member Robert Yaffe - Absent

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is no financial impact to amend the Code.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
 Eric Rappaport, Council Member

ATTACHMENTS

1.	Staff Memo for Council Agenda Items (Parks & Recreation Committee) 2nd Reading
2.	Parks and Rec. 2nd Reading



**TOWN OF BAY HARBOR ISLANDS
BUILDING, PLANNING AND ZONING DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Interim Town Manager Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official
CC:	Joseph S. Geller, Esq., Consultant Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	September 12, 2024
SUBJECT:	Town of Bay Harbor Islands – Amending the Town’s Code of ordinances related to the Parks and Recreation Committee.

RECOMMENDATION

Staff recommends that the Town Council approves the attached Ordinance amending Chapter 15, Article I, Section 15-2 to retitle from “Reserved” to “Parks and Recreation Committee”. This amendment aims to update the provisions related to the process of appointing the Parks and Recreation Committee members and alternates.

BACKGROUND

The Town Council of Bay Harbor Islands is dedicated to the public health, safety, and welfare of its residents and visitors. On August 14, 2017, the Town Council established the Parks and Recreation Committee to address issues related to the planning and development of parks. This Committee is tasked with overseeing the provision of educational, recreational, leisure, and cultural activities within the community. The proposed ordinance seeks to update and refine the Committee’s role, structure, and procedures to better meet the Town's evolving needs.

ANALYSIS

The proposed ordinance introduces significant updates to Chapter 15 of the Town Code, which has previously relied on a resolution for the Parks and Recreation Committee's operations. The Committee currently does not have fixed meeting dates and schedules meetings as needed, with the Chair contacting the staff liaison, typically on short notice. This short timeframe has proved insufficient for preparing agendas and ensuring a quorum, leading to challenges in organizing effective meetings. To address these issues, the ordinance will mandate the establishment of four (4) mandatory quarterly meeting dates at the beginning of each year. By setting these dates in advance, the Committee's meetings will be added to the Town calendar, allowing for better preparation and ensuring that a quorum can be achieved consistently.

The ordinance specifies that the Committee will consist of a minimum of five (5) members and up to two (2) alternates. Alternates will participate in discussions and assist in establishing a quorum but will not vote if a quorum is already present. Members must be residents of the Town or demonstrate ownership in a local business for at least six (6) months, and they will serve two-year terms. Members wishing to continue after their term must reapply. The ordinance also requires that the Committee meet at least quarterly, with the meetings scheduled in advance, and submit written reports detailing its recommendations to the Town Clerk. The Committee will adopt its own rules of procedure and ensure compliance with public records and sunshine laws. Any expenditures or consultant assistance will need prior approval from the Town Council. Furthermore, a quorum will be established with the presence of three members, and the Town Manager will appoint a staff liaison to support the Committee, manage agendas, and ensure compliance with public notice requirements.

Additionally, a new advisory board/committee application process has been developed to streamline both the application and reapplication procedures for prospective Committee members. This updated process is designed to make it easier for candidates to apply and for the Town Council to review and appoint members efficiently.

EXECUTE

To implement the updated ordinance, several key actions will be taken. First, the Town Code will be amended to integrate the provisions of the Parks and Recreation Committee directly into Chapter 15, replacing the previous framework established by resolution. This change will formalize the Committee's structure and operations within the Town Code. Following this, the Town Clerk will publish a notice to inform the public of any vacancies on the Committee. The Town Council will then proceed with the appointment of new members according to the updated ordinance requirements. This process will involve reviewing applications and making appointments based on a majority vote of the Council members. Additionally, the Committee will be required to set its four (4) mandatory quarterly meeting dates at the beginning of each year, which will be added to the Town calendar. This advanced scheduling will facilitate better preparation for meetings, including the development of agendas and ensuring a quorum. The Town Clerk will oversee compliance with public notice and reporting requirements to ensure that all procedures are followed correctly. These steps are designed to ensure a smooth transition to the new ordinance and to enhance the efficiency and effectiveness of the Parks and Recreation Committee's operations.

CONCLUSION

The updated ordinance is designed to modernize and streamline the Parks and Recreation Committee's operations by incorporating its provisions directly into the Town Code. This transition from a resolution to an ordinance aims to enhance the effectiveness and clarity of the Committee's role in addressing community needs related to park development and recreational activities. By formalizing the Committee's structure, membership requirements, and procedural protocols, the Town seeks to better support the Town Council in its mission to promote public welfare. The ordinance was presented for its first reading on August 14, 2024, and was approved by the Town Council with no changes. The Second Reading is scheduled for September 12, 2024.

FINANCIAL ANALYSIS

GL Line-Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1. Draft Ordinance
2. Application for Advisory Board/Committee Appointments

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE REGULATION OF THE PARKS AND RECREATION COMMITTEE; AMENDING CHAPTER 15, ARTICLE I, RETITLING FROM RESERVED TO SECTION 15-2 "THE PARKS AND RECREATION COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

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 of Bay Harbor Islands originally adopted a Resolution for the Parks and Recreation Committee on August 14, 2017, in order to deal with issues relating to the planning and developing of parks and to plan for the provision of certain education, recreation, leisure and cultural development for the citizens of the Town of Bay Harbor Islands, the Town Council should create a committee to advise them on such matter; and

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, section 316.2128, Florida Statutes, allows for local governments to regulate by ordinances the operation of micromobility and motorized scooters on streets, highways, sidewalks, and sidewalk areas within the local government's jurisdiction; and

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

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: That Chapter 15 of the Town Code entitled Parks and Recreation is hereby retitled reserved to Section 15-2 "The Parks and Recreation Committee", and by reference are made a part hereof.

Section 3: 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 4: 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

MAYOR

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 5: 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 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 14th day of August 2024.

PASSED on Second Reading this ___ day of 2024.

JOSHUS D. FULLER

MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC

TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP

TOWN ATTORNEYS

BY: JOSEPH S. GELLER, ESQ.

EXHIBIT A

ARTICLE I. - IN GENERAL

Sec. 15-2. ~~-Reserved~~ The Parks and Recreation Committee

The Parks and Recreation Committee is charged with advising the Town Council upon issues involving the development and renovation of parks and recreational facilities that provide the Town of Bay Harbor Islands residents with opportunities for education, recreation, leisure and cultural development. The Committee will accomplish this mission through long-range planning and policy formation based upon monitoring public need and usage of park and recreational facilities for recommendation to the Town Council.

- a) Members. The membership of the Parks and Recreation Committee shall be five (5) members, and two (2) additional members may be appointed by the Town Council to serve as alternates. Alternates may attend Committee Meetings in order to establish a quorum and, thereafter, participate in the discussion and vote on the matters presented. Alternates shall not vote or participate in discussion if a quorum is present without the alternate(s).
 - 1. All appointments shall be residents of the Town for a minimum of six (6) months or shall demonstrate an ownership interest for a minimum of six (6) months in a business located in the Town for a minimum of six (6) months.
- b) Terms. Members and alternates of the Parks and Recreation Committee shall be appointed to serve two-year terms. To be considered for reappointment, all members and alternates must reapply at the end of their term.
- c) Appointments. All candidates are required to complete the Town's advisory board/committee application. Both new candidates and current members seeking reappointment must submit the necessary documentation. Along with the completed application and evidence of their residency. The members and alternates of the Parks and Recreation Committee shall be appointed by resolution by the Town Council. All documents must be emailed to the Town Clerk before the deadline. The Town Council shall appoint five (5) board members and two (2) alternates by the majority vote of the Council present at the meeting. In order for a candidate to be appointed to the Parks and Recreation Committee, the candidate must meet the membership requirement and must be approved by at least five (5) town council members. To act in an advisory capacity to the Town Council.

- d) Vacancies. The Town Clerk shall issue a public notice regarding any vacancies on the Parks and Precreation Committee. In the event that a Parks and Recreations Committee member resigns, fails to meet the residency requirement, is removed in accordance with subsection (e), or is otherwise unable to fulfill their duties, the vacancy shall be filled by one (1) of the alternates to complete the remaining term. The Town Council shall appoint an alternate to serve as a member by a majority vote of the Council members present at the meeting.
- e) Removal of members. The Town Council, upon the vote of at least five (5) Council members, may remove any Parks and Precreation Committee member, with or without cause, at any time.
- f) Meetings. The Committee shall meet at least quarterly. The chairperson shall have the right to call meetings more often. The Town Clerk shall advise the Town Council if a Committee has not met at least once a quarter, at which time, the Town Council shall take a vote as to whether to dissolve the Committee.
 - 1. During the organizational meeting of the Committee each year, the membership shall elect a committee member to serve as Chairperson. The Committee may also elect a Secretary and a Vice Chairperson to preside in the absence of the Chairperson.
 - 2. No item may be discussed for longer than 45 minutes absent a successful motion to extend the time for discussion time, which shall be done only in increments not to exceed 15 minutes.
 - 3. Meetings of the Parks and Recreations Committee shall conclude by 10:00 p.m., provided that any item which has begun to be heard by the board before 10:00 p.m. shall be allowed to proceed until there is a board vote on the item (subject to the 45-minute limit established above). Any unfinished business shall be deferred to the next meeting.
 - 4. There is a two (2) minute time limit for each speaker during public comments.
- g) Notice of Meetings. The Town Clerk shall be responsible for providing public notice of all Parks and Recreation Committee meetings.
- h) Quorum. The presence of a majority of the Committee members shall constitute a quorum. If a quorum is not present, the meeting shall not take place and no discussions, presentations, or exchange amongst Committee members shall occur.
- i) Attendance. Committee members who are absent three (3) or more times during a twelve (12) month period shall be subject to removal by the Town Council. The Committee staff liaison shall notify the Town Clerk when a member is absent more than three (3) times in a twelve (12) month period. The Town Clerk shall notify the Town Council of such absence and the Council shall decide if replacement is

necessary and a vacancy exists. Compensation. Committee members shall serve without compensation and shall not be reimbursed for travel, mileage, or per diem expenses.

- j) Staff Liaison. The Town Manager shall designate a staff member to serve as a liaison to the Committee. The liaison shall attend Committee meetings and provide staff support.
- k) Agenda. The staff liaison, in consultation with the chairperson, shall prepare an agenda for each Committee meeting. The agenda shall be submitted to the Town Clerk for posting as required by Resolution No. 1050 referenced above.
- l) Committee Reports. The Chairperson or his/her designee shall submit a written report to the Town Clerk, that shall set forth the Committee's recommendations to the Town Council. The contents of the report shall be approved by the Committee prior to the submission to the Town Clerk and the Committee's presentation of the report to the Town Council, through its representative, at a publicly held meeting.
- m) Rules of Procedures. The Committee may adopt its own order of business and rules of procedure governing its meetings, and adverse not inconsistent with the provisions set forth herein. Such rules and procedures shall be filed with the Town Clerk. The Committee shall comply with all requirements of Chapter 119 (Public Records) and 286 (Sunshine Law), of the Florida Statutes, together with the Town Code of Ordinances.

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 21.

ITEM: Consideration and Approval of an ordinance on Second Reading amending Section 12-26 of the Town Code regarding permissible hours for construction activity and landscaping and Section 12-27 regarding penalties. Enclosed is the proposed ordinance and supporting documents. Sponsored by Council Member Robert Yaffe.

DESCRIPTION:

The updated ordinance standardizes permissible construction and landscaping hours to minimize disruptions and ensure consistency. Construction activities are restricted to weekdays from 9:00 a.m. to 6:00 p.m., adhering to a standard 9-hour workday. The ordinance introduces mandatory monthly meetings for ongoing construction projects to keep them informed about any changes in regulations. It also adjusts penalties for violations, introducing escalating fines and additional penalties for repeat offenses, including the issuance of Stop Work Orders. These updates aim to improve enforcement and compliance by clearly defining acceptable activities and associated penalties.

Additionally, the revised ordinance establishes a tiered penalty system for violations of construction and building regulations. An issued "Stop Work Order" will take effect immediately, with fines starting at \$1,000 for the first violation and increasing for subsequent infractions. The penalties include progressively longer durations for "Stop Work Orders," designed to deter repeated non-compliance and ensure corrective actions are implemented. The ordinance was presented for its first reading on August 14, 2024, and the Town Council approved it with minor modifications to ensure that a "Stop Work Order" takes effect immediately. Please review the changes highlighted in yellow below.

Sec. 12-27. - Penalties.

This section establishes a detailed framework for fines and penalties related to violations of construction and building regulations within the Town. It aims to ensure compliance by imposing escalating penalties and additional actions for repeated infractions. Construction work is permitted from 9:00 a.m. to 6:00 p.m., Monday through Friday, with a standard workday of 9 hours, as specified in Section 12-26(1)(a). The following fines and penalties shall be imposed on violators of this article:

1. An issued "Stop Work Order" will take effect immediately. Saturdays, Sundays, and legal holidays will not count toward the duration of the stop work order. The Town Manager or designee has the authority to sign the "Stop Work Order" for violations specified in Section 12-26(1)(a). Code enforcement shall promptly issue a written "Stop Work Order," signed by the Town Manager or designee, for any work conducted in violation of this section or any related permit conditions. This order shall be delivered to the property owner, the owner's agent, or the individual performing the work. The stop work order will specify the reasons for its issuance and the conditions that must be met before work can resume. No further work may take place until the necessary corrective actions, as determined by the Code officer, have been completed. For the purposes of this order nine

(9) hours will be regarded as equivalent to one (1) “workday”.

Staff recommends that the Town Council consider the attached Ordinance amending Section 12-26 of the Town Code regarding permissible hours for construction activity and landscaping and Section 12-27 regarding penalties. The proposed revisions aim to clarify and streamline regulations, improve enforcement, and enhance compliance with construction and landscaping activities within the Town.

PREVIOUS MEETING VOTE:

Mayor Joshua Fuller - Yes
Vice Mayor Isaac Salver - Yes
Council Member Stephanie Bruder - Absent
Council Member Teri D'Amico - Yes
Council Member Molly Diallo - Yes
Council Member Eric Rappaport - Yes
Council Member Robert Yaffe - Absent

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is no financial impact to amend the Code.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
Robert Yaffe, Council Member

ATTACHMENTS

1.	Staff Memo for Council Agenda Items (Chapter 12) 2nd Reading
2.	Chapter 12 Stop Work Order 2nd Reading



**TOWN OF BAY HARBOR ISLANDS
BUILDING, PLANNING AND ZONING DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Interim Town Manager Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official
CC:	Joseph S. Geller, Esq., Consultant Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	September 12, 2024
SUBJECT:	Town of Bay Harbor Islands – Amending the Town’s Code of ordinances to clarify Section 12-26 of the Town Code regarding permissible hours for construction activity and landscaping and Section 12-27 regarding penalties.

RECOMMENDATION

Staff recommends that the Town Council approves the attached Ordinance amending Section 12-26 of the Town Code regarding permissible hours for construction activity and landscaping and Section 12-27 regarding penalties. The proposed revisions aim to clarify and streamline regulations, improve enforcement, and enhance compliance with construction and landscaping activities within the Town.

BACKGROUND

On May 8, 2024, the Town Council approved an amendment to Section 12-26, which specifies the permissible hours for construction and landscaping activities within the Town, including timing restrictions and specific rules for each activity. Section 12-27 was also updated to establish penalties for violations, incorporating a “Stop Work Order” provision. These updates were intended to address enforcement challenges and enhance compliance with Town standards by detailing permissible work times, interior repair hours, and landscaping procedures.

However, the amendment did not fully clarify the "Stop Work Order," particularly concerning whether the specified hours (8 hours or 24 hours) refer to work hours or calendar hours. To resolve this, the hours have been clarified to reflect workdays, and a detailed description of what constitutes a "Stop Work Order" has been provided. This clarification ensures that all parties have a clear understanding of the regulations and enforcement measures.

The updated regulations establish a clear framework for managing construction activities and penalties for non-compliance. The purpose is to enhance oversight and communication between the Town and construction projects, and to ensure that violations of construction regulations are addressed effectively.

ANALYSIS

The updated ordinance standardizes permissible construction and landscaping hours to ensure consistency and minimize disruptions. Construction activities are limited to weekdays from 9:00 a.m. to 6:00 p.m., adhering to a standard 9-hour workday as outlined in Section 12-26(1)(a). New requirements include mandatory monthly meetings for active construction projects to keep stakeholders informed about any ordinance changes. Penalties for violations have been revised, with escalating fines and additional sanctions for repeat offenses, including Stop Work Orders. These measures are designed to improve enforcement and compliance by clearly defining acceptable activities and associated penalties.

The revised ordinance introduces a tiered penalty system for violations of construction and building regulations. A "Stop Work Order" will take effect on the next business day, with initial fines set at \$1,000 for the first violation, increasing for subsequent infractions. The penalties also include extended durations for "Stop Work Orders," aimed at deterring repeated non-compliance and ensuring that necessary corrective actions are taken.

EXECUTE

To implement these updates, the Town will amend the relevant sections of the Town Code. The revised regulations will be communicated to all stakeholders, including property owners, contractors, and landscaping companies. A new process for issuing and managing Stop Work Orders will be put into place, and a schedule for monthly meetings with the Code Enforcement department will be established for all active projects. The Town will also ensure that the updated regulations are reflected in public notices and enforcement practices to facilitate a smooth transition.

CONCLUSION

The proposed amendments to Sections 12-26 and 12-27 aim to enhance the clarity and effectiveness of construction and landscaping regulations within the Town. These changes include defining permissible work hours, establishing clear penalties, and introducing new procedural requirements. The goal is to improve compliance, minimize disruptions, and support effective enforcement. By implementing a structured approach

to managing construction and landscaping activities, these updates will foster orderly and consistent practices, ultimately benefiting the community.

The ordinance was presented for its first reading on August 14, 2024, and the Town Council approved it with minor modifications to ensure that a "Stop Work Order" takes effect immediately. Please review the changes highlighted in yellow below.

Sec. 12-26. - Permissible hours for construction activity and landscaping.

(1) The performance of construction activity and landscaping within the town shall be allowed pursuant to the following schedule:

- (a) Construction activity. Construction activity is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. No construction activity is permitted on Saturdays, Sundays, or legal holidays as defined hereinafter in subsection (2) below, except for watering in connection with dust mitigation. The arrival and departure of workers are limited to thirty (30) minutes before and after the above stated construction activity hours. All such pre-work and post-work activities shall be restricted to areas within 100 feet of the actual construction site. The Town may designate suitable locations for workers to congregate for those early arrival and/or late departure times, subject to rules and regulations to be promulgated by the Town. Workers shall remain in their vehicles when possible and not disturb neighboring properties or the Town in general. The Town may create and enforce rules and regulations to limit visible or outdoor worker activities, including but not limited to sanitation, the changing of clothes, cooking and eating, excessive noise, and the like. Unless a valid parking permit has been issued, all worker vehicles shall leave the designated temporary parking locations before 9:00 a.m. Noise / music emission must be in accordance with Section 12-20 through Section 12-23. Failure to comply with the above regulations may result in penalties as set forth in subsection 12-27.
- (b) Interior repair and maintenance activity. Repair and maintenance activity inside a dwelling is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. Repair and maintenance activity inside a dwelling is permitted on Saturdays between the hours of 10:00 a.m. and 5:00 p.m., provided that the activity does not result in audible noise outside the dwelling.
- (c) Landscaping activity. Landscaping activity is permitted from 9:00 a.m. until 6:00 p.m. Monday to Friday. On Saturdays, landscaping activity is permitted between the hours of 10:00 a.m. and 5:00 p.m., but only by owners and tenants. There shall be no use of leaf blowers on Saturdays. No commercial landscapers are permitted to perform work in the town on Saturdays.
- (d) Town projects. Town projects are permitted from 8:00 a.m. until 6:00p.m. Monday to Friday. Weekends and night-time hours shall be allowed at the discretion of the town manager, in the public's best interest to finish roadway and right of way projects expeditiously to minimize traffic impact and long-term inconvenience to residents and visitors of the town.

(2) Except for watering as provided for in subsection (1)(a) above, no construction, repair, maintenance, or landscaping activity is permitted on Sundays or legal

holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays" is defined as any day observed by the town as a legal holiday.

- (3) Notwithstanding the 9:00 a.m. start time provided for in sections 1(a) and 1(b) above, projects that have submitted applications for new construction and foundation permits as of June 8, 2015 shall be permitted to perform construction activities from 8:00 a.m. until 6:00 p.m. Monday through Friday so long as all new construction and foundation permit(s) remain in full force and effect, except for construction activity located within 375 feet of Ruth K. Broad K-8 that shall commence no earlier than 9:00 a.m. Monday through Friday.
- (4) Effective from [Date of Adoption], all projects with active construction sites including new developments, redevelopments, and interior repairs with an issued building permit shall be required to attend monthly meetings with the Code Enforcement department. These meetings are mandatory and will be scheduled for the following Monday of each Town Council meeting. If the project representative is unable to attend, all communication must be provided at least three business days prior to the meeting. The meeting will ensure the project representatives are informed about any new or forthcoming ordinances approved by the Town Council.

Sec. 12-27. - Penalties.

This section establishes a detailed framework for fines and penalties related to violations of construction and building regulations within the Town. It aims to ensure compliance by imposing escalating penalties and additional actions for repeated infractions. Construction work is permitted from 9:00 a.m. to 6:00 p.m., Monday through Friday, with a standard workday of 9 hours, as specified in Section 12-26(1)(a). The following fines and penalties shall be imposed on violators of this article:

- (a) An issued "Stop Work Order" will take effect immediately. Saturdays, Sundays, and legal holidays will not count toward the duration of the stop work order. The Town Manager or designee has the authority to sign the "Stop Work Order" for violations specified in Section 12-26(1)(a). Code enforcement shall promptly issue a written "Stop Work Order," signed by the Town Manager or designee, for any work conducted in violation of this section or any related permit conditions. This order shall be delivered to the property owner, the owner's agent, or the individual performing the work. The stop work order will specify the reasons for its issuance and the conditions that must be met before work can resume. No further work may take place until the necessary corrective actions, as determined by the Code officer, have been completed. For the purposes of this order nine (9) hours will be regarded as equivalent to one (1) "workday".
 - i. For the first violation, the violator shall receive a notice of violation imposing a fine of \$1,000.00.
 - ii. Second violation: \$2,000.00 plus ~~eight-hour~~ one (1) workday of Stop Work Order. After a second violation, the property owner, the owner's agent, or the person performing the work shall meet with

the Code officer to review the Code requirements and will be informed of the consequences for any future violations.

- iii. Third violation: \$3,000.00 plus ~~twenty-four hour~~ three (3) workdays of Stop Work Order.
- iv. Each subsequent violation: \$5,000.00 plus ~~forty-eight hour~~ five (5) workdays of Stop Work Order.

FINANCIAL ANALYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

2ND Draft Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO NUISANCES OF CONSTRUCTION ACTIVITIES; AMENDING ARTICLE II OF CHAPTER 12 ENTITLED NOISE; AMENDING SECTION 12-26 ENTITLED PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; AMENDING SECTION 12-27 ENTITLED PENALTIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted a Nuisance Code in 1951 regulating construction activities among other activities for the community; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying of the existing Code provisions, the Town Council finds that a need exists to modify the existing Code provisions; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Building and Construction Code.

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

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: That the Town of Bay Harbor Islands Code of Ordinances is hereby amended to modify Chapter 12 entitled "Nuisances" by amending Article II entitled "Noise", as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: 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 4: 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 5: 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 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 14th day of August 2024

PASSED on Second Reading this__ day of September
2024.

JOSHUA D. FULLER
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC TOWN
CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP TOWN
ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 12 - NUISANCES

ARTICLE II. - NOISE

Sec. 12-26. - Permissible hours for construction activity and landscaping.

(1) The performance of construction activity and landscaping within the town shall be allowed pursuant to the following schedule:

- (a) *Construction activity.* Construction activity is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. No construction activity is permitted on Saturdays, Sundays, or legal holidays as defined hereinafter in subsection (2) below, except for watering in connection with dust mitigation. The arrival and departure of workers are limited to thirty (30) minutes before and after the above stated construction activity hours. All such pre-work and post-work activities shall be restricted to areas within 100 feet of the actual construction site. The Town may designate suitable locations for workers to congregate for those early arrival and/or late departure times, subject to rules and regulations to be promulgated by the Town. Workers shall remain in their vehicles when possible and not disturb neighboring properties or the Town in general. The Town may create and enforce rules and regulations to limit visible or outdoor worker activities, including but not limited to sanitation, the changing of clothes, cooking and eating, excessive noise, and the like. Unless a valid parking permit has been issued, all worker vehicles shall leave the designated temporary parking locations before 9:00 a.m. Noise / music emission must be in accordance with Section 12-20 through Section 12-23. Failure to comply with the above regulations may result in penalties as set forth in subsection 12-27.
- (b) *Interior repair and maintenance activity.* Repair and maintenance activity inside a dwelling is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. Repair and maintenance activity inside a dwelling is permitted on Saturdays between the hours of 10:00 a.m. and 5:00 p.m., provided that the activity does not result in audible noise outside the dwelling.
- (c) *Landscaping activity.* Landscaping activity is permitted from 9:00 a.m. until 6:00 p.m. Monday to Friday. On Saturdays, landscaping activity is permitted between the hours of 10:00 a.m. and 5:00 p.m., but only by owners and tenants. There shall be no use of leaf blowers on Saturdays. No commercial landscapers are permitted to perform work in the town on Saturdays.

(d) *Town projects.* Town projects are permitted from 8:00 a.m. until 6:00 p.m. Monday to Friday. Weekends and night-time hours shall be allowed at the discretion of the town manager, in the public's best interest to finish roadway and right of way projects expeditiously to minimize traffic impact and long-term inconvenience to residents and visitors of the town.

(2) Except for watering as provided for in subsection (1)(a) above, no construction, repair, maintenance, or landscaping activity is permitted on Sundays or legal holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays" is defined as any day observed by the town as a legal holiday.

(3) Notwithstanding the 9:00 a.m. start time provided for in sections 1(a) and 1(b) above, projects that have submitted applications for new construction and foundation permits as of June 8, 2015 shall be permitted to perform construction activities from 8:00 a.m. until 6:00 p.m. Monday through Friday so long as all new construction and foundation permit(s) remain in full force and effect, except for construction activity located within 375 feet of Ruth K. Broad K-8 that shall commence no earlier than 9:00 a.m. Monday through Friday.

(4) Effective from [Date of Adoption], all projects with active construction sites including new developments, redevelopments, and interior repairs with an issued building permit shall be required to attend monthly meetings with the Code Enforcement department. These meetings are mandatory and will be scheduled for the following week after the Town Council meeting. If a project representative is unable to attend a meeting, a \$250.00 fee will be imposed for each missed meeting. The meeting will ensure the project representatives are informed about any new or forthcoming ordinances approved by the Town Council.

Sec. 12-27. - Penalties.

This section establishes a detailed framework for fines and penalties related to violations of construction and building regulations within the Town. It aims to ensure compliance by imposing escalating penalties and additional actions for repeated infractions. Construction work is permitted from 9:00 a.m. to 6:00 p.m., Monday through Friday, with a standard workday of 9 hours, as specified in Section 12-26(1)(a). The following fines and penalties shall be imposed on violators of this article:

(a) An issued "Stop Work Order" will take effect immediately. Saturdays, Sundays, and legal holidays will not count toward the duration of the stop work order. The Town Manager or designee has the authority to sign the "Stop Work Order" for violations specified in Section 12-26(1)(a). Code enforcement shall promptly issue a written "Stop Work Order," sign by the Town Manager or designee, for any work conducted in violation of this section or any related permit conditions. This order shall be delivered to the property owner, the owner's agent, or the individual performing the work. The stop work order will specify the reasons for its issuance and the conditions that must be met before work can resume. No further work may take place until the necessary corrective actions, as determined by the Code officer, have been completed. For the purposes of this order, nine (9) hours will be

regarded as equivalent to one (1) "workday".

- i. For the first violation, the violator shall receive a notice of violation imposing a fine of \$1,000.00.
 - ii. Second violation: \$2,000.00 plus ~~eight-hour~~ one (1) workday of Stop Work Order. After a second violation, the property owner, the owner's agent, or the person performing the work shall meet with the Code officer to review the Code requirements and will be informed of the consequences for any future violations.
 - iii. Third violation: \$3,000.00 plus ~~twenty-four-hour~~ three (3) workdays of Stop Work Order.
 - iv. Each subsequent violation: \$5,000.00 plus ~~forty-eight-hour~~ five (5) workdays of Stop Work Order.
- (b) However, notwithstanding the foregoing, for violation of section 12-26.1(b) and (c), the violator shall receive, for the first violation, a notice of violation imposing a fine of \$250.00, and for any subsequent violations, a notice of violation imposing a fine of \$500.00.
- (c) Enforcement. Failure to abide by the provisions of Section 12-26 shall constitute a violation of the Town Code. Each day that a violation continues shall be deemed a separate violation. Any owner, occupant, worker, or user of a construction site who fails to comply with the Code or adopted rules and regulations or fails to correct a violation of this section, after being given notice by the town, may be assessed a fine. In addition, the Building Official may prohibit the temporary parking of workers, suspend construction activities, or other actions for subsequent or repeat violations, including Stop Work Orders.

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 22.

ITEM: Consideration and Approval of an ordinance on first reading amending Section 23-12(22) of the Town Code pertaining to fences that include lighting features. Sponsored by Council Member Robert Yaffe.

DESCRIPTION:

The amendment to Sec. 23-12(22) of the Town Code introduces a new requirement for Design Review Board (DRB) approval of all fences featuring lighting. This is a change from the current Code, which only mandates DRB approval for walls. Fences that meet existing Code requirements currently only require staff approval. The new provision ensures that any walls or fences with lighting will require DRB approval and must include a photometric plan, ensuring compliance with outdoor site lighting regulations and minimizing light pollution and disturbances.

Staff recommends that the Town Council consider the attached Ordinance amending Section 23-12(22) of the Town Code regarding fences featuring lighting. The amendments include clear definitions of nuisances and updated requirements for wall and fence approvals, including provisions for lighting features.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Lorrainia Belle, Town Planner
Robert Yaffe, Council Member

ATTACHMENTS

1.	Staff Memo for Council Agenda Items Fences with Lightng features
2.	Ordinance - Sec. 23_12.____ Fences with Lighting Features



**TOWN OF BAY HARBOR ISLANDS
BUILDING, PLANNING AND ZONING DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Town Manager Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	September 12, 2024
SUBJECT:	Town of Bay Harbor Islands – Amending the Town’s Code of ordinances related to the fences with lighting features.

RECOMMENDATION

Staff recommends the approval of the proposed amendments to Sections 23-12(22) of the Town Code. These changes aim to enhance property maintenance standards, ensure proper regulation of walls and fences, and improve overall neighborhood aesthetics and safety. The amendments include clear definitions of nuisances and updated requirements for wall and fence approvals, including provisions for lighting features.

BACKGROUND / ANALYSIS

The proposed amendment to Sec. 23-12(22) addresses the design, installation, and maintenance of walls and fences. This amendment introduces a requirement for Design Review Board (DRB) approval for all fences that feature lighting, which is a new provision as the current Code only requires DRB approval for walls. While fences that comply with existing Code requirements currently only need Staff approval, the amendment stipulates that any walls or fences with lighting must receive DRB approval and include a photometric plan. This new requirement is intended to ensure that lighting complies with outdoor site lighting regulations, thereby reducing the risk of light pollution and minimizing disturbances to neighboring properties.

EXECUTE

To implement these changes, the Town will first present the proposed amendments for approval by the Town Council. Following approval, the Town Code will be updated to reflect the new provisions. Staff will ensure that the updated sections are clearly communicated to the public, including property owners, to inform them of their new responsibilities regarding property maintenance and wall/fence regulations. Additionally, staff will implement the revised regulations and procedures for reviewing and approving walls and fences, particularly those with lighting features and require DRB approval.

CONCLUSION

The proposed amendments to Sec. 23-12(22) are designed to address key issues related to property maintenance and the regulation of walls and fences. By clarifying what constitutes a nuisance and setting detailed requirements for wall and fence approvals, including lighting features, the Town aims to improve neighborhood aesthetics and safety. These changes will provide property owners with clear guidelines and support the Town's efforts to maintain a high standard of community environment. Staff recommends the approval of these amendments to achieve these objectives.

FINANCIAL ANALYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1. 1st Reading Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATING TO THE REGULATION OF WALLS AND FENCES; AMENDING CHAPTER 23, ARTICLE I, SECTION 23-12(22); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands desires to enhance property maintenance standards and improve the regulation of walls and fences within the Town; and

WHEREAS, the Town Council periodically reviews and updates the Town's Code to address issues related to property upkeep and neighborhood aesthetics; and

WHEREAS, after a thorough review of the existing Code provisions, the Town Council has identified the need to amend Sections 23-12(22) to update approval requirements for walls and fences, including those with lighting features; and

WHEREAS, the Town Council has held duly advertised public hearings to consider the proposed amendments to the Town's Code related to property maintenance and the regulation of walls and fences.

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

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: That Chapter 23, Article I, Section 23-12(22) of the Town of Bay Harbor Islands Code of Ordinances is hereby amended to require Design Review Board (DRB) approval for all fences with lighting features and mandates the submission of a photometric plan to ensure compliance with outdoor site lighting regulations. The revised language is indicated by underlining in the attached Exhibit A which is made a part hereof by reference.

Section 3: That if any section, paragraph, sentence, or word of this Ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect the remaining sections, paragraphs, sentences, words, or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands that the provisions of this Ordinance shall become and be made a part of the Town's Code of Ordinances, and that sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the term "Ordinance" may be changed to "Section" or another appropriate term.

Section 5: That all Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 12th day of September 2024.

PASSED on Second Reading this TBA.

JOSHUA D. FULLER, MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.

“EXHIBIT A”

Sec. 23-12. General provisions.

- (1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public. Without limiting the foregoing, the following shall constitute a nuisance: deteriorated landscaping, deteriorated fences, deteriorated roofs, deteriorated windows, deteriorated shutters, deteriorated screens, deteriorated exterior paint, deteriorated railings, deteriorated fascia boards, deteriorated exterior doors, deteriorated driveways, deteriorated parking areas, deteriorated garbage containers, deteriorated swimming pools and pool areas or any deteriorated part of structures to the extent it causes a blight on the neighborhood or endangers life or property. Deteriorated is defined as degeneration in the substance of the thing such as that arising from decay, corrosion, disintegration, lack of paint, broken parts, holes, or leaking in the case of roofs. No monkeys, apes, reptiles, horses, cattle, swine, goats, poultry, fowl or any other livestock shall be kept on any lot.

-
- (22) Walls and fences. The following provisions apply to the design, installation, location and maintenance of walls and fences:
- (a) *Approval of town.* No wall or fence of any kind shall be erected or maintained at any lot except as above set forth until the height, type, design, and location thereof shall have been approved by the [town]. Notwithstanding the above, walls or fences that include lighting features will require approval by the Design Review Board. Additionally, all lighting features must be accompanied by a photometric plan to ensure compliance with Sec. 23-19 outdoor site lighting requirements.
 - (b) *Maximum height of walls or fences; placement restrictions.* No wall or fence may be erected or maintained in any setback areas on any lot in the town higher than six feet above the average finished grade of adjoining lots, except privacy walls or fences abutting Kane Concourse may be seven feet; all heights measured from the ground at the base of the wall or fence to the highest point of the wall or fence and shall in all cases be uniform and follow the contour of the land. Minor variations in the height of portions of walls, not to exceed four inches in any ten-foot section of a wall, may be permitted due to changing slopes of lots. The town may approve decorative columns with a height not exceeding one foot higher than the wall or fence. If a fence or wall is proposed in a front or side street setback area adjacent to a street right-of-way, the fence or wall shall not be placed in the public right-of-way nor closer than two feet to the property line. Within the two-foot area, landscape materials of a design and quantity, as deemed necessary by the town, shall be required.
 - (c) *Child-safe latch on swimming-pool gates.* Any fence or wall installed at a property with a swimming pool must have a self-closing gate with a child-safe latch located at a minimum of four feet above grade.
 - (d) *Chain link fence or wire fence prohibited in front yard setback.* No chain link or wire fence shall be installed or maintained which protrudes or extends beyond the

imaginary extension of a line from the front wall of any building or structure to the side yard property line of said building or structure ("front yard setback").

- (e) *Vinyl-clad material required.* If chain link fencing is proposed for installation where permitted, only green or black vinyl-clad material shall be allowed.
- (f) *Hedge material required for fencing and walls.* All fencing or walls must have hedge material installed simultaneously with the installation of the fence or wall. Said hedge must be planted along the entire length of the fence or wall, except at gate locations or as otherwise approved by the town and shall have a height at the time of planting of at least 50 percent of the height of the fence or wall and must be installed a maximum of two feet apart, measured from the center of the plants. Planting materials associated with fences or walls must be of a type that will grow to a height equal to or greater than the height of the fence or wall and shall be of a depth so as to engulf and hide the fence or wall. The location of any required hedge material shall be determined on a case-by-case basis. Hedges shall be kept and maintained in a neat and attractive manner. If the hedge deteriorates, new planting material to match the existing hedge shall be added.
- (g) *Hedge planting material required with certain fences or walls.* If a wall or fence is installed in the front (street) yard setback (or for corner lots the side yard facing a street) without fencing or wall material along the sides of the property, then the sides shall be planted with hedge material in accordance with the requirements stated in subsection (f) above.
- (h) *Permit required for walls or fences.* The installation or maintenance of any walls or fence shall require the application and receipt of a permit authorizing said installation. Each applicant for a permit authorizing said installation shall be required to submit to the town for its approval, prior to the commencement of such installation the following:
 - 1. A landscaping plan, indicating type, sizes and quantities of proposed landscaping materials to be used between the wall or fence and the street or adjoining properties.
 - 2. A color sample of the proposed stucco, plaster or other materials, or paint sample, representative of the proposed finish surface of the wall or fence.
 - 3. In the case of walls, architectural drawings indicating some type of architectural features such as banding, quoins, etc., on stucco walls. Said drawings shall clearly indicate the proposed shape and design of said wall. See below for minimum design standards.
 - 4. In the case of wood fences, a scale drawing, photograph or brochure of the proposed style, as well as a color sample of the paint or stain, shall be submitted to the town for approval.
 - 5. If any wall or fence is to be constructed on a common property line, written permission from any adjoining lot owner shall be required to be submitted to the town with the permit application to construct, finish and/or maintain the exterior of the wall facing the adjoining owner's lot. Any damage done to an adjoining owners' property shall be repaired and/or replaced by the applicant.
- (i) *Minimum design standards for walls or fences.* The design of any wall or fence shall comply, at a minimum, with the following design standards:
 - 1. If walls are to be stucco, they must be finished and architectural features shall be required on both sides of a wall (facing interior of lot as well as any adjoining lot,

street or waterway). Plain walls with large unbroken surfaces shall be prohibited. The architectural design of the wall/fence shall be compatible with the main building architecture.

2. The use of brick, stone, coral, glass block, metal or other decorative material is encouraged.
3. The finished side of a wood fence shall face the street or any adjoining property with any exposed structural columns facing the interior of the lot.
4. If any wall or fence is to be constructed on a common property line, all improvements including support structures (footers, etc.) shall be placed on the applicant's property and may not encroach onto any adjoining owner's property, without the adjoining property owners written consent.
5. For those portions of walls/fences within the front setback area (adjoining any street), the following additional design standards are established to avoid the appearance of large expanses of solid wall/fence surfaces:
 - a) A maximum of three (3) feet of solid opaque wall/fence surface above grade shall be permitted, except as provided hereinafter.
 - b) The balance of allowable wall/fence height up to the maximum heights may be constructed of non-opaque material such as wrought iron, aluminum, decorative open weave concrete or clay products, glass block and similar materials.
 - c) Not more than 75 percent of any such overall wall/fence surface shall be opaque. Notwithstanding the above, portions of solid walls/fence surfaces not exceeding eight feet in width may be permitted for screening of parking areas, provided the design of the exterior surface of the wall/fence facing a street is approved by the town.
 - d) The design review board may grant exceptions to the above criteria for specific sites based on creative and compatible design solutions and location issues.
6. For walls/fences/hedges constructed on waterfront lots within the minimum rear setback area to the seawall, including any such wall/fence parallel to the seawall, or on a dock adjoining the seawall, at least 75 percent of that portion of the wall/fence and any hedge materials placed similarly, shall provide for see-through visibility to the adjoining water.

The town shall determine whether the installation and maintenance of a wall or fence (is) appropriate and harmonious to the other buildings, structures, walls, fences and overall design of the town. Prior to obtaining a permit, the applicant shall be required to submit a property survey to verify the proposed location of said fence or wall to the town. All fences and walls which require landscaping shall require prior approval of the town. If the application is approved by the town, a permit shall be issued for the installation and maintenance of the wall or fence.

- (j) *Application to waterfront properties.* With respect to waterfront properties, the provisions of this section shall apply to the rear yard setback, which is that portion of the property abutting the street.

- (23) It shall be the duty of the immediately adjacent property owner, lessee, or mortgagee to properly and adequately maintain the area between the designated roadway and the

property line of such property, regardless of whether such area is landscaping, parking of any kind, or sidewalks, or any combination thereof.

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 23.

ITEM: Update on Transcore proposal for \$355,068.60 to upgrade all the servers and software on the SunPass toll system that was conditionally approved at the August 14, 2024, Regular Council Meeting.

DESCRIPTION:

As per the Town Council's directive to seek a legal opinion from the Town's counsel to determine if purchasing of Transcore equipment would bind the Town in any way with the Sunpass contract or if the equipment was proprietary to Sunpass, the Town Counsel has reviewed relevant contracts and has opined that purchasing of the Transcore equipment does not bind the Town in any way to Sunpass. Additionally, we have spoken with TransCore, and they have also stated that these servers are not proprietary equipment and could be used with any other equipment.

RECOMMENDED ACTION:

Accept

FINANCIAL ANALYSIS:

A total of \$355,068.60 has been appropriated in the FY 2024 Budget under Account No. 401.5415.400063.000, Toll Server Replacement—Causeway Fund.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Toll Server Replacement	09/13/2024		401.5415.400063.000		\$355,068.60

Submitted By: Roberto Gonzalez, I.S. Manager
Jenice Rosado, Town Manager

ATTACHMENTS

1.	Town's lawyer recommendation
2.	Staff Memo
3.	Transcore signed Quote

RE: Sunpass agreement

Skip Miller <skip.miller@gmlaw.com>

Thu 8/29/2024 12:01 PM

To: Roberto Gonzalez <rgonzalez@bayharborislands-fl.gov>; Cynthia Garcia <cgarcia@bayharborislands-fl.gov>; Jenice Rosado <jrosado@bayharborislands-fl.gov>

Cc: Evelyn Herbello <eherbello@bayharborislands-fl.gov>; Yvonne Hamilton <yhamilton@bayharborislands-fl.gov>; Joseph Geller <Joseph.Geller@gmlaw.com>

Jenice and Robert, we were hoping to be able to respond to your e-mail sooner, but we have been trying to assemble all of the relevant agreements, and I'm still not sure we have them all. This is what we have:

1. Agreement with D.O.T. dated June 5, 2013 for SunPass;
2. Amendment No. 1 to Agreement dated June 2, 2015 (this Amendment is for a 2 year term – I suspect there are further, similar Amendments);
3. Toll System Implementation Agreement with Transcore dated May 16, 2013;
4. Toll System Maintenance Agreement with Transcore dated October 30, 2014;
5. Toll System Maintenance Agreement with Transcore dated February 18, 2020; and
6. Proposal from Transcore dated June 26, 2024 for "Equipment refresh for Bay Harbor Islands Toll System."

Based upon a review of these agreements, and assuming the Amendments to the D.O.T. Agreement for SunPass are not substantively different from the one we have seen, we believe the following:

1. Pursuant to the Toll Implementation Agreement, the Town owns the "Toll Collection System" installed and maintained by Transcore.
2. The Toll Collection System is clearly designed to operate with SunPass; whether the Transcore Toll Collection System will work outside of SunPass is a technical, not a legal, question.
3. If the Town's Agreement with D.O.T. for SunPass is terminated, there is nothing in that agreement prohibiting the Town from collecting tolls on its own using the Transcore equipment, assuming that it will work.
4. Assuming there is a current amendment with D.O.T. for SunPass like the one dated June 2, 2015, either party may terminate the agreement with 30 days written notice.

The bottom line seems to be that if we want to continue using the Transcore system, with or without SunPass, we need to upgrade and refresh the equipment so that its capacity is current. Having an outdated or non functional Transcore system does not seem optimal, regardless of whether we want to continue using SunPass.

Since the Transcore proposal is about to expire, we should immediately confirm our acceptance.

Whether the Transcore system will function independent of SunPass is a technical question which should be confirmed with Transcore. However, with or without SunPass, we need a functional system

Renew the Transcore agreement by accepting the proposal. Options can then be discussed with Transcore.

We can then decide whether we need a formal agreement with Transcore

GreenspoonMarder



TOWN OF BAY HARBOR ISLANDS IT DEPARTMENT MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Jenice Rosado, ICMA-CM Town Manager Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Roberto Gonzalez IT Director
DATE:	July 23, 2024
SUBJECT:	Town of Bay Harbor Islands – Upgrading all servers at SunPass gantry.

RECOMMENDATION

As per the Town Council's directive to seek a legal opinion from the Town's counsel to determine if purchasing of Transcore equipment would bind the Town in any way with the Sunpass contract or if the equipment was proprietary to Sunpass, the Town Counsel has reviewed relevant contracts and has opined that purchasing of the Transcore equipment does not bind the Town in any way to Sunpass. Additionally, we have spoken with TransCore, and they also stated that these servers are not proprietary equipment and could be used with any other equipment. Below is a quote of our lawyer's recommendation.

BACKGROUND / ANALYSIS

The initial gantry toll equipment solution was procured, tested, and deployed to production in 2014. While the Infinity toll system and back-office system are functional, the IT Department recommends that the back-office hardware and software be updated proactively and strategically to avoid significant disruption to our daily toll-collecting operations at the toll plaza, unexpected equipment failures and potential security issues due to end-of-life hardware and software in the future.

Replacement of the software and hardware will not affect the toll collection process since the work will take place while the existing equipment is still functional so as not to experience any loss of toll revenue.

Please see attached email from Town Counsel.

EXECUTE

Contracting with Transcore will proceed immediately. Software and Hardware replacement will begin approximately on 9/13/24 with a completion date of 11/13/24

FINANCIAL ANALYSIS

Transcore is a sole source provider of toll gantry equipment.

GL Line Item Number: 401.5415.400063.000

Total Amount Budgeted: \$355,068.60

Encumbered Amount: \$355,068.60

Balance Remaining: 0

ATTACHMENTS

1. Estimate Proposal
2. Town Counsel email

June 26, 2024

Roberto Gonzalex
IT Director
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: **Equipment refresh for Bay Harbor Islands Toll System**

Dear Mr. Gonzalez,

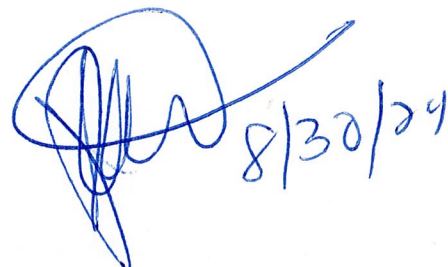
Herewith, we submit the updated cost proposal to complete a back office server equipment refresh for the Bay Harbor Islands Toll System.

Under the Toll System Maintenance Agreement Contract, the initial Infinity solution was procured, tested, and deployed to production in year 2014. While the Infinity toll system and back-office system are functional, Bay Harbor Islands requested to update the back-office hardware and software proactively and strategically to avoid unexpected equipment failures and potential security issues due to end-of-life hardware and software in the future.

Please see Appendix A for the list of hardware and software with its respective costs necessary to complete the initial equipment and software refresh for the back office.

TransCore would perform the following tasks to complete the back-office equipment refresh:

- Meet with Bay Harbor Islands technical representative to discuss and finalize bill of materials and coordinate installation/cut-over approach.
- Procure, receive, unpackage, preconfigure, repackage, and ship equipment to Bay Harbor Islands for installation.
- Prepare hardware equipment for installation; install equipment.
- Configure servers, VMs, DVAS, switches and verify system functionality.
- Upgrade software and verify each component functionality.
- Add new equipment to monitoring software.

A handwritten signature in blue ink, followed by the date "8/30/24" also written in blue ink.

Pricing Summary

- I. Estimates for hardware and software based on preliminary quotes from third-party vendors totals: \$ 253,650.85.
 - a. See **Appendix A** for pricing summary of third-party quotes.

- II. Fixed Price Labor is: \$ 101,417.75.
 - a. See **Appendix B** for labor pricing details and associated scope of work.

Equipment Warranties as offered by third-party vendors.

Other recommendations:

Similarly due to equipment aging and end of life considerations, it is TransCore's recommendation to upgrade the Infinity Toll System Lanes equipment based and upgrade Infinity software build to current Infinity build used by the SunPass' program. Accordingly, TransCore will provide an estimate for Town of Bay Harbor Island's review and consideration.

Please do not hesitate to contact me at (321) 281-4153 if you have any questions.

Sincerely,
TRANSCORE

Edgardo Torres

Edgardo Torres, PE, PMP
Associate Vice President

Appendix A:

Pricing Schedule for Third-Party Equipment and Software

Group	Description	Unit Cost	Qty	Total Cost
Hardware				
Dell Servers and Storage (per Dell Quote)	BLOCK STORAGE POWERSTORE 28.3TBE/18.7TBU FC Direct (13.2 TBE DB/VM, 12.7 TBE File)	\$64,521.56	1	\$64,521.56
	BACKUP XS DD3300	\$31,356.60	1	\$31,356.60
Servers 16G	CLUSTER HOST FULL 2x R660 FC HBA's	\$27,726.22	2	\$55,452.44
	DOMAIN CONTROLLER HOST	\$5,760.62	1	\$5,760.62
Backup Server Options	BACKUP HOST 16G 8C 128GB RAM	\$6,815.49	1	\$6,815.49
Network/Firewall Equipment	CPC/PLAZA SWITCH STACK	\$14,880.62	1	\$14,880.62
	INFINITY ZONE SWITCH STACK	\$12,625.41	1	\$12,625.41
Subtotal				\$191,412.74
Software				
Software Licensing	SQL SERVER 2022 STANDARD EDITION	\$6,460.00	2	\$12,920.00
	VEEAM BACKUP SOFTWARE RENEWAL (2 X 10LIC)	\$2,934.00	1	\$2,934.00
	CROWDSTRIKE (CPC/PLAZA) - ANNUAL COST	\$4,420.00	1	\$4,420.00
	SYMENTEC	\$3,989.61	2	\$7,979.22
	REDHAT	\$300.00	3	\$900.00
Subtotal				\$29,153.22
Subtotal Costs Hardware and Software				\$ 220,565.96
Cost plus 15% fee				\$ 33,084.89
Total Costs Hardware and Software				\$ 253,650.85

Notes /Assumptions

- All vendor quotes are provided for Bay Harbor Islands' review.
- The hardware and software prices quoted are not guaranteed by TransCore and are subject to third-party vendors' pricing.
- Annual subscriptions are based on cost plus 15%.
- BHI may elect to purchase the hardware directly from the vendor.

Appendix B: Labor Fixed Price Details

Table I: Labor Approach Overview

Item	Description	Hours	Price
Design/PM	System design/project management	136.5	\$ 33,442.50
Phase 1	Receive equipment in the office and perform initial integration tasks. Connect servers, SAN, and system together with appropriate IP addresses for production. Update non-Infinity firmware and OS to latest versions. For Windows-based VMs, create new VMs for use on upgrading production VMs and stage executables. Backup appliance setup and configuration. Repackage for shipping down to BHL.	136	\$ 33,320.00
Phase 2a	Unpack town hall equipment and install side-by-side with existing Hardware at Town Hall. Build Hyper-V cluster, integrate with new SAN, create CSVs, and live migrate current production VMs from old hardware to new hardware. Once the current production VMs running Windows 2012 or 2012 R2 are migrated to the new hardware, decommission the old virtual hosts and SAN and shut down. Verify system operation using old VMs on new hardware.	71.3	\$ 17,468.50
Phase 3	Upgrade production Windows and Linux VMs and physical servers by transitioning/replacing the old servers with the new ones. Verify transaction flow and processing.	70.15	\$ 17,186.75
Total Hours		413.95	
Subtotal Labor			\$ 101,417.75

Notes/Assumptions:

- Rates for Senior Engineer, hourly rate of \$245.00.
- Labor rates are consistent with those in the latest Toll Equipment Contractor (TEC) contract with Florida Turnpike Enterprise (FTE). Hour estimates do not include travel time.
- The current plan is to update server OS to Windows 2019 or 2022 and current long term support version of Linux.
- Current Infinity build is 426 (9.1.0.426). It's assumed that all existing build software will run properly on the Windows 2019 environment.

AGENDA ITEM REPORT

September 12, 2024

ITEM NUMBER: 24.

ITEM: Consideration and Approval of a resolution providing for additional services under the existing contract with Brightview Landscape Services, Inc. to perform landscaping and irrigation maintenance services, including plant removal and replacement and irrigation repairs. Sponsored by Council Member Stephanie Bruder.

DESCRIPTION:

The Town has an existing agreement with Brightview Landscaping for an annual total of \$268,614.80. Over the years, and due to budgetary constraints, the Town has reduced the number of replacement plantings and simply performed maintenance on the existing plants. This has proven not to be enough and has left many areas of the island looking sparse and unhealthy and lacking the lush look that the Town desires to have. To restore the island to a lush and healthy landscaping look, it is suggested that the Town engage with Brightview to perform removal of the existing dead plants and replace those plants with plants that are suited to thrive in the environment in which they are located. It is suggested that after this mass removal and planting takes place, that the Town maintain the upkeep of the landscaping where removal and replacements are factored into the annual budget and done in a phased and timely fashion as to avoid a large scale removal and replacement project such as this one in the future. Furthermore, it is suggested that the Town replace and repair the areas of irrigation that may be required to ensure that the plants receive a healthy amount of water.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

Estimated Breakdown of Costs:

- West Island Corners-\$75,000
- East Island Corners- \$70,000
- Flowers island wide including 96th St. and Bay Harbor entrances from causeway - \$12,000
- Kane Concourse plant replacement - \$60,000. This is only to include damaged plant materials. Green island landscaping is healthy and thriving, and will be kept.
- Kane Concourse irrigation repairs- \$30,000
- Kane Concourse sod replacement - \$7,000
- North Passive Park-\$20,000
- South Passive Park-\$25,000

The total cost of the removal of dead plants, replacement planting and irrigation repairs throughout the Town is approximately \$300,000. Upon execution of Brightview's landscaping enhancement proposal, the Town will coordinate with Brightview to begin removing and

replacement of landscaping throughout the West and East Island, and along the main corridor of 96th Street, including repair and replacement of irrigation as needed throughout.

Funding will be utilized from monies saved in line item 001.5190.400064.000 Machinery and Equipment for FY 23-24. The amount of savings in the line item is a total of **\$686,486** of which approximately \$300,000 will be used for landscaping removal and replacement and irrigation needs. A budget amendment will be required to transfer the funds to the respective line item as follows:

Transfer from: Line Item 001.5190.400064.000 Machinery and Equipment (\$300,000)

Transfer to: Line Item 001.5410.400034.000 Other Contractual Services \$300,000

BUDGET IMPACT:

Submitted By: Jenice Rosado, Town Manager
 Stephanie Bruder, Council Member

ATTACHMENTS

1.	Staff Memo for landscaping-Revised-
2.	Bay Harbor Island Roadway Bump Outs 8-2024
3.	Resolution - Brightview Landscaping
4.	HIGHLIGHTS OF AREAS AROUND TOWN WITH DEAD PLANTS
5.	Bay Harbor Passive Parks 8-2024
6.	Brightview Landscaping Proposal



**TOWN OF BAY HARBOR ISLANDS
FINANCE DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Jenice Rosado Town Manager
DATE:	September 12, 2024
SUBJECT:	Landscaping Enhancements & Irrigation Repairs

RECOMMENDATION

Staff recommends that the Town Council approves enhancements to the Town's landscaping by Brightview contractor to include plant removal and replacement suggestions along with needed irrigation repairs.

BACKGROUND / ANALYSIS

The Town has an existing agreement with Brightview Landscaping for an annual total of **\$268,614.80**. Over the years, and due to budgetary constraints, the Town has reduced the number of replacement plantings and simply performed maintenance on the existing plants. This has proven not to be enough and has left many areas of the island looking sparse and unhealthy and lacking the lush look that the Town desires to have. To restore the island to a lush and healthy landscaping look, it is suggested that the Town engage with Brightview to perform removal of the existing dead plants and replace those plants with plants that are suited to thrive in the environment in which they are located. It is suggested that after this mass removal and planting takes place, that the Town maintain an upkeep of the landscaping where removal and replacements are factored into the annual budget and done in a phased and timely fashion as to avoid a large removal and replacement project such as this one in the future. Furthermore, it is suggested that the Town replace and repair the areas of irrigation that may be required to ensure that the plants receive a healthy amount of water.

Estimated Breakdown of Costs:

West Island Corners-\$75,000

East Island Corners- \$70,000

Flowers island wide including 96th St. and Bay Harbor entrances from causeway - \$12,000

Kane Concourse plant replacement - \$60,000. This is only to include damaged plant material. Green island that is healthy and thriving will be kept.

Kane Concourse Irrigation repairs- \$30,000

Kane Concourse sod replacement - \$7,000

North Passive Park-\$20,000

South Passive Park-\$25,000

EXECUTE

The total cost of the removal of dead plants, replacement planting and irrigation repairs throughout the Town is approximately \$300,000. Upon execution of Brightview's landscaping enhancement proposal, the Town will coordinate with Brightview to begin removing and replacement of landscaping throughout West and East Island, and along the main corridor of 96th Street, including repair and replacement of irrigation as needed throughout.

FINANCIAL ANALYSIS

Funding will be utilized from monies saved in line item 001.5190.400064.000 Machinery and Equipment for FY 23-24. The amount of savings in the line item is a total of **\$686,486** of which approximately \$300,000 will be used for landscaping removal and replacement and irrigation needs. A budget amendment will be required to transfer the funds to the respective line item as follows:

Transfer from: Line Item 001.5190.400064.000 Machinery and Equipment (\$300,000)

Transfer to: Line Item 001.5410.400034.000 Other Contractual Services \$300,000

The above stated pricing is as per the contract schedule of values for the proposed plants.

ATTACHMENTS

1. Brightview plant bump & park suggestions
2. Pictures of areas around Town



Inspiring People. Nurturing Landscapes.

Bay Harbor Islands

Roadway Bump outs

August 2024



Beds with two-tiered design: Option 1

Scope:

- Several bump-outs have much skinnier bed sizes, due to existing larger shrubs/trees encroaching into the space, or just a smaller landscaped area.
- For these smaller beds we recommend to keep a two-tiered look, to eliminate over crowding and maintenance issues when it comes to trimming.
- Radamachera Kunmings shown in the rendering, to replace the back hedges.



Beds with two-tiered design: Option 2

Scope:

- The Green Island Ficus are holding up very well throughout most of the areas. Would recommend keeping them as part of the new landscape.
- Dwarf Allamanda shown in the rendering, to replace the back hedges.
- NOTE: when it comes to maintaining flowering shrubs, they should be selectively trimmed as much as possible and left to be more 'naturally flowing'. Many times when trimmed too often the flowers will never be seen as they are constantly being trimmed off with each maintenance service.



Beds with three-tier design: Option 1

Scope:

- For the bump-outs that are larger, a three- tier design can be used.
- Apostle Iris shown in the rendering, to replace the middle hedge, Podocarpus to replace the back hedge. Keep existing Green Island Ficus.
- Apostle Iris are best suited for areas with partial shade and partial sun.



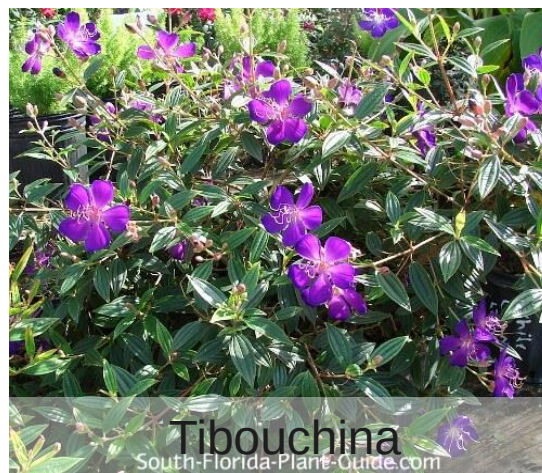
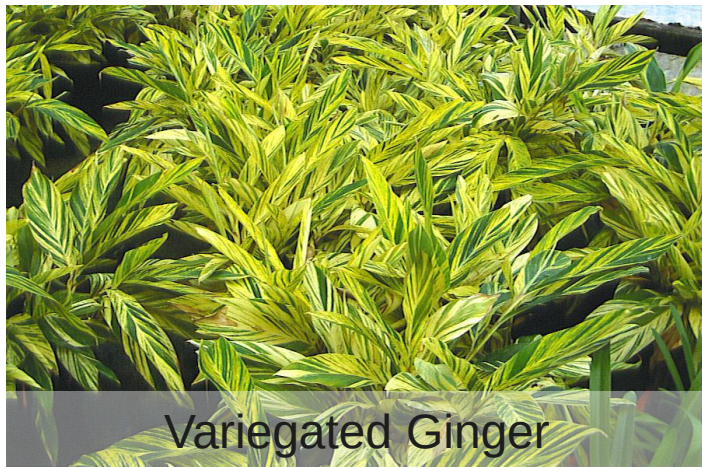
Beds with three-tier design: Option 2

Scope:

- For the bump-outs that are larger, a three- tier design can be used.
- On bump-out corners that are across from one another, we would suggest keeping a matching design on both sides.
- Croton Magnificent is the middle tier, and the back tier is Song of India. Keep existing Green Island Ficus.



Additional Options to consider...



BrightView³

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA
PROVIDING FOR ADDITIONAL SERVICES UNDER THE
EXISTING CONTRACT WITH BRIGHTVIEW
LANDSCAPE SERVICES, INC. TO PERFORM
LANDSCAPING AND IRRIGATION MAINTENANCE
SERVICES; PROVIDING FOR INCORPORATION OF
RECITALS; AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the town issued Bid No. BHI-222 for irrigation and landscape maintenance services on May 5, 2022; and

WHEREAS, Brightview Landscape Services, Inc. was awarded the Irrigation and Landscape Maintenance service contract for a three-year term beginning May 13, 2022 through May 13, 2025; and

WHEREAS, the Invitation to Bid contained the definite pricing structure; and

WHEREAS, the Town Council has now determined there is a need for additional plantings throughout the town; and

WHEREAS, Brightview Landscape Services, Inc. proposed to perform the additional plantings under the proposal attached hereto as “Exhibit 1” in the approximate amount of \$300,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS:**

Section 1. Recitals: The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

Section 2. Approval. The Town Council finds that the proposal from Brightview Landscape Services, Inc. attached hereto as “Exhibit 1” to perform additional landscaping and maintenance irrigation services is in the best interest of the Town and is hereby approved.

Section 3. Effective Date. This Resolution shall be effective upon adoption.

PASSED and ADOPTED this 12th day of September 2024.

JOSHUA D. FULLER, MAYOR

ATTEST:

YVONNE P. HAMILTON, TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.**

HIGHLIGHTS OF AREAS AROUND TOWN WITH DEAD PLANTS











Inspiring People. Nurturing Landscapes.

Bay Harbor Island

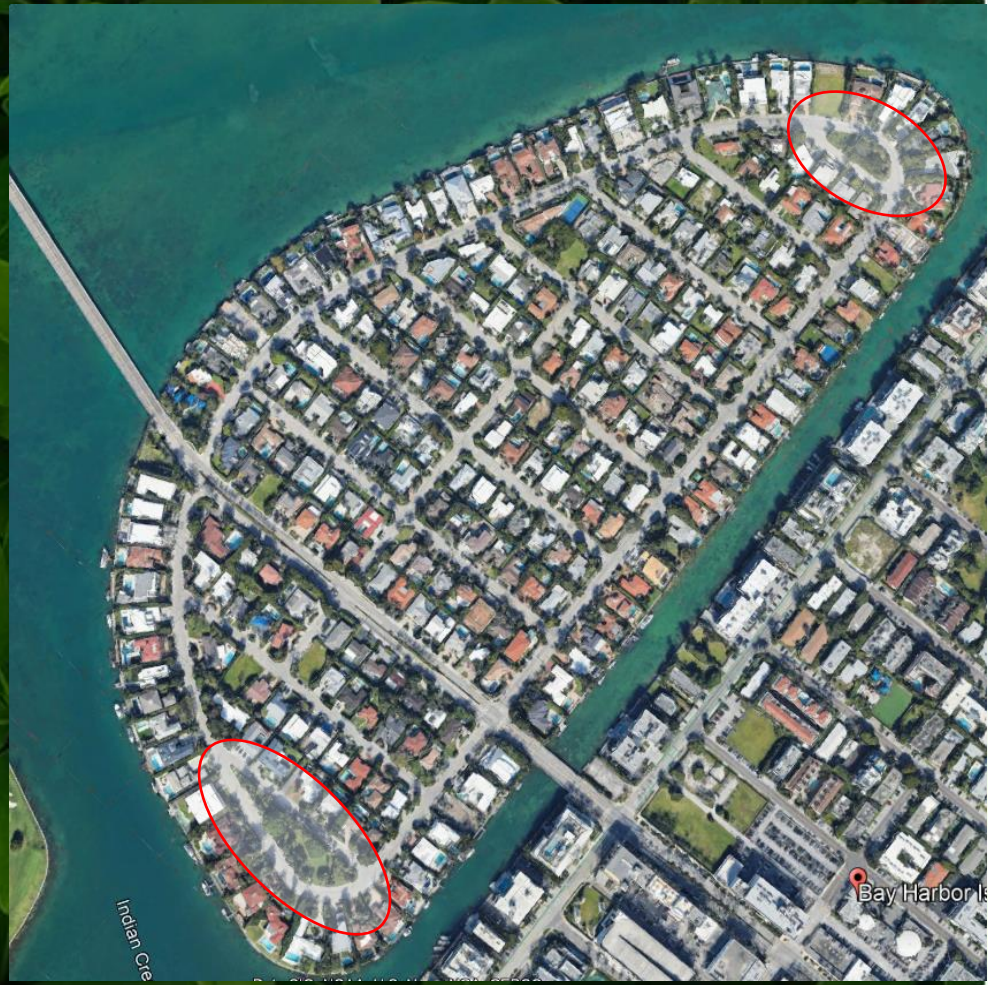
Proposed Landscape Palette for Passive Parks

August 2024



Proposed Scope:

- Landscape Upgrades to the Passive Parks on the North and South park of Bay Harbor Island.
- All Large Palms and Trees will remain.
- Any bedding material and shrubs that are not doing well will be removed.
- A new theme using new, accent plants and bedding material will be incorporated throughout both parks, creating a more upscale and inviting space to relax and enjoy the outdoors.



Proposed Landscape Theme:

Park Island Tips:

- Firebush should be phased out throughout the park, some do not look their best and others have grown very tall, becoming too leggy at the bottom and blocking the view of most of the landscaping of the interior beds.
- Remove leggy Crotons, add *Green Island Ficus* as a back hedge, add *Tibouchina* and Coral Creeper for added color.



Photo renderings provided may not depict the exact representation at the time of installation. Materials and size may vary depending on specs proposed and approved.

Photo Rendering By:
Melinda E. Griffin, BrightView 2024

Proposed Landscape Theme:

Entrance Areas:

- Each Park has several paver path entrances.
- The Liriope is doing well, portions should remain as a border.
- Remove few Liriope from the center and add Ixora Maui to all entrance areas.



Passive Park Landscape Upgrades:

Canopy Tree Scope:

- There are several large Canopy trees in the parks, with extensive, protruding root systems. In order to accentuate their beauty of the trees and lessen the likelihood of them being tripping hazards we propose to install low growing ground cover with accents of Birds Nest Anthurium around the roots.
- Add hanging Spanish Moss to the tree branches.



Passive Park Landscape Upgrades:

Interior Landscape Beds:

- Keep exterior Clusia hedge, few areas will need to be extended or filled in.
- Remove interior Firebush hedge to gain back view of the landscape beds.
- Add various accent beds throughout, shown here a grouping of Dioon, Imperialis and Sword Ferns.



Passive Park Landscape Upgrades:

Scope:

- Continue to fill in the outer perimeter hedge of Clusia.
- Add groupings of newly introduced palms (Hurricane Palm shown)
- Accent beds here include Decorative Banana, Heliconia, Green Island Ficus, Wart Fern and different varieties of Philodendron.
- Many of the existing Philodendrons still looked good in this area and could be added to the existing.



Proposed Plant Palette: Shrubs & Accent



Proposed Plant Palette: Shrubs & Accent



Proposed Plant Palette: Shrubs & Accent



Philodendron 'Jungle Boogie'



Wart Fern



Philo. Rojo Cono



Philo. Black Cardinal



Cordyline Kiwi



Heliconia



Cocoplum
'horizontal'

Proposed Plant Palette: Palms & Trees



BrightView³

From: Vanessa Quinonez <Vanessa.Quinonez@brightview.com>

Sent: Thursday, August 29, 2024 6:10 PM

To: Jenice Rosado <jrosado@bayharborislands-fl.gov>

Cc: Patrick Woolbert <Patrick.Woolbert@brightview.com>

Subject: Prices per project

Good Afternoon Janice,

West Island Corners – TOTAL = \$75,000

East Island Corners- \$70,000

Flowers Island wide including 96th st and Bay Harbour entrances from causeway - \$18,000 annually
(currently Bay Harbour is spending \$6,000 a year for only two rotations, should be 3)

Kane Concourse plant replacement - \$60,000, This is only to include damaged plant material.
Green island that is healthy and thriving will be kept.

Kane Concourse Irrigation repairs- \$30,000 (Our irrigation manager is going to Kane Concourse tomorrow to give an exact price on the irrigation, I am estimating that it will be less than this since we are keeping some of the plant material)

Kane Concourse sod replacement - \$7,000

North Passive Park \$20,000

South Passive Park \$25,000

Please let me know if you have any questions.

Vanessa Quinonez – North Miami Beach Branch 35360

Branch Manager

BrightView Landscape Services

2711 SW 36th Street

Dania Beach, FL 33312

T.954.431.1111

C.305.785.7942

Vanessa.quinonez@brightview.com

www.brightview.com

